

**AGENDA
ZONING COMMITTEE
OF THE SAINT PAUL PLANNING COMMISSION
Thursday, September 24, 2009 3:30 P.M.
City Council Chambers
Third Floor City Hall - Saint Paul, Minnesota**

NOTE: The order in which the items appear on this agenda is not necessarily the order in which they will be heard at the meeting. The Zoning Committee will determine the order of the agenda at the beginning of its meeting.

APPROVAL OF SEPTEMBER 10, 2009, ZONING COMMITTEE MINUTES

Site Plan Review – List of current applications (Tom Beach, 651/266-9086)

NEW BUSINESS

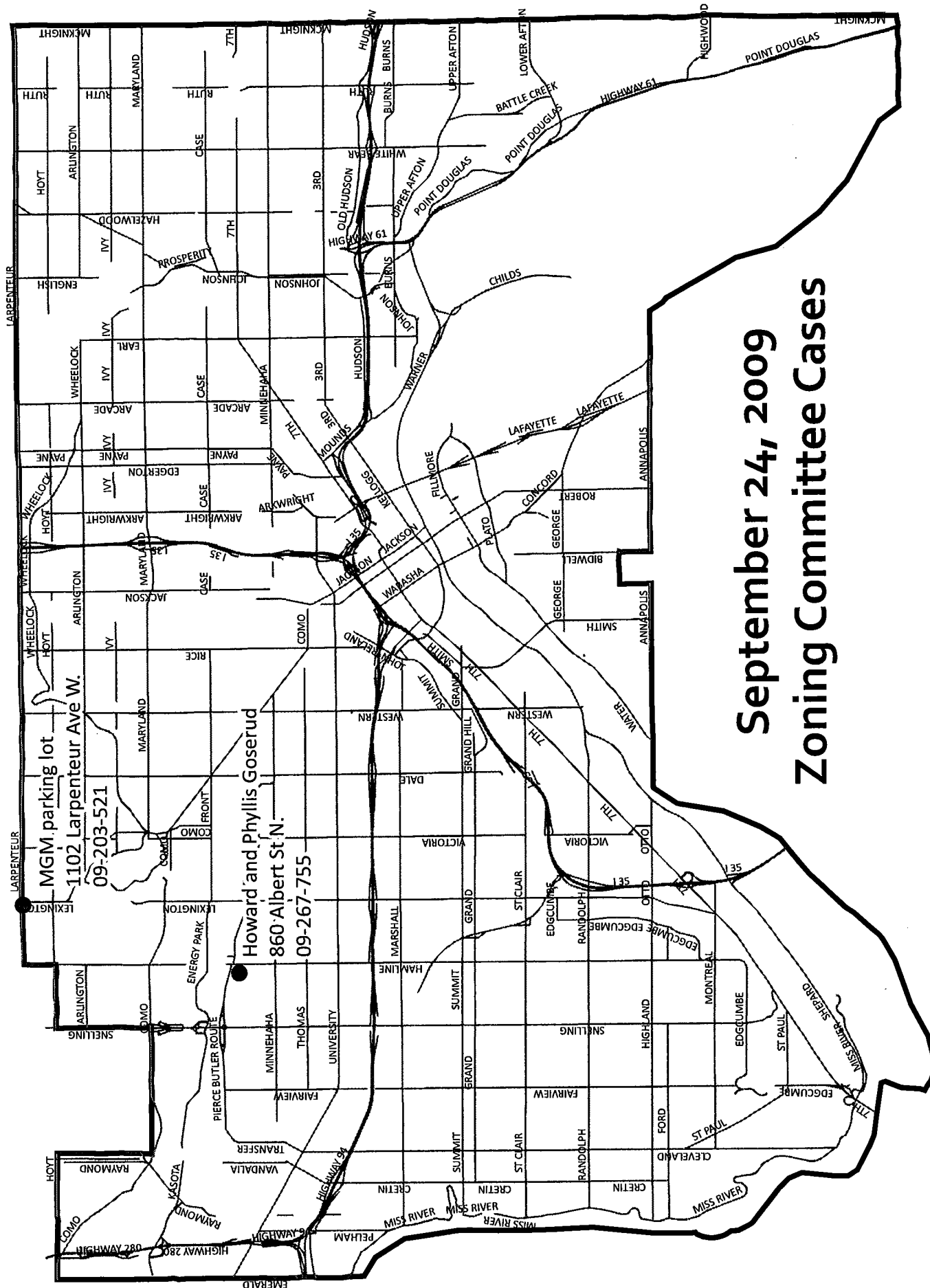
- 1 09-267-755 Howard and Phyllis Goserud**
Establishment of legal nonconforming use for 8 dwelling units
860 Albert St N, between Taylor & Hewitt
RT1
Sarah Zorn 651-266-6570

- 2 09-203-521 MGM parking lot**
Modification of a previously approved site plan. The approved site plan shows a privacy fence between the MGM parking lot and the public alley. The plan under consideration does not show this fence.
1102 Larpenteur Ave W
B2
Tom Beach 651-266-9086

ADJOURNMENT

ZONING COMMITTEE MEMBERS: Call Allan Torstenson at 266-6579 or Samantha Langer at 266-6550 if you are unable to attend the meeting.

APPLICANT: You or your designated representative must attend this meeting to answer any questions that the committee may have.



September 24, 2009
Zoning Committee Cases

ZONING COMMITTEE STAFF REPORT

1. **FILE NAME:** Howard and Phyllis Goserud **FILE #** 09-267-755
 2. **APPLICANT:** Howard and Phyllis Goserud **HEARING DATE:** September 24, 2009
 3. **TYPE OF APPLICATION:** NUP - Establishment
 4. **LOCATION:** 858-860 Albert St N, between Taylor & Hewitt
 5. **PIN & LEGAL DESCRIPTION:** 272923310020, COLLEGE PLACE, EAST DIVISION SUBJ TO & WITH ALLEY ESMT DESC IN DOC 2156315; THE FOL; S 10 FT OF LOT 2 & THE N 40 FT OF LOT 3 BLK 12
 6. **PLANNING DISTRICT:** 11 **PRESENT ZONING:** RT1
 7. **ZONING CODE REFERENCE:** § 62.109(a)
 8. **STAFF REPORT DATE:** September 15, 2009 **BY:** Sarah Zorn
 9. **DATE RECEIVED:** September 4, 2009 **60-DAY DEADLINE FOR ACTION:** November 3, 2009
-

- A. **PURPOSE:** Establishment of legal nonconforming use for 8 dwelling units
- B. **PARCEL SIZE:** 50 ft. (Albert) x 215 ft. = 10,750 sq. ft.
- C. **EXISTING LAND USE:** Multifamily dwelling
- D. **SURROUNDING LAND USE:**
 - North: Single and two-family dwellings (RT1)
 - South: Single and two-family dwellings (RT1)
 - East: Single and two-family dwellings (RT1 and R4)
 - West: Single and two-family dwellings (RT1) and one multifamily dwelling (RM1)
- E. **ZONING CODE CITATION:** §62.109(a) lists the conditions under which the Planning Commission may grant a permit to establish legal nonconforming use status.
- F. **HISTORY/DISCUSSION:**

The property was built in 1981 as a duplex. The applicant took out a permit to finish the basement in June of 1982; the property was listed as a duplex at the time of permit. A 1983 permit for a storage building listed it as an accessory to a duplex. A 1984 letter from DSI indicates that there had been a complaint that the property was being used as a rooming house and instructed the owner to discontinue the use. The applicant was reminded that the property was only legal for two units during a 1986 permit application to build a garage. The use was also listed as a duplex on a 2003 reroofing permit.
- G. **DISTRICT COUNCIL RECOMMENDATION:** The District 11 Council had not commented at the time this report was prepared.
- H. **FINDINGS:**
 1. At some point following the issuance of the 1982 permit to finish the basement, the lower level was divided into six efficiency units approximately 150 square feet in size. According to the applicant the basement rooms were rented starting in 1982. In 1984 the Zoning Administrator mailed the applicant a zoning violation letter instructing them to deconvert the use to the legal two units. The deconversion was not done, and the applicant is now seeking to establish legal nonconforming use for the eight-unit building.
 2. Ramsey County tax records and Saint Paul sanitary sewer records indicate that the building is considered a multifamily dwelling and is taxed as such.
 3. Section 62.109(a) of the zoning code provides that the Planning Commission may grant legal nonconforming use status to use of structures if the commission makes eight findings. The findings and the applicant's ability to meet them are as follows:
 - (1) *The use occurs entirely within an existing structure.* This condition is met. All units are contained within the existing structure.

- (2) *The use or use of similar intensity permitted in the same clause of the zoning code or in a more restrictive zoning district has been existence continuously for a period of at least ten years prior to the date of the application.* This condition is met. The applicant claims that the basement rooms were rented starting in 1982. A record of tenants beginning in 1987 has been supplied; in addition, leases dated as early as August of 1983 have also been provided.
- (3) *The off-street parking is adequate to serve the use.* This condition is met. The applicant has supplied a site plan showing two spaces for each of the two upstairs units located off of Albert Street. Additionally, there are six parking spaces located off of the alley for the six lower level units.
- (4) *Hardship would result if the use were discontinued.* This condition appears to be met. A proforma worksheet, detailing the difference in income between the permitted two units and the existing eight, was not submitted as part of the application. However, it is evident from records provided that the annual loss in rent would equal approximately \$32,460. In addition, deconversion to the legal number of units would require lower-level tenants to find alternative housing options.
- (5) *Rezoning the property would result in "spot" zoning or a zoning inappropriate to surrounding land uses.* This condition is met. Multiple family dwellings are first permitted in the RM1 district. Rezoning to an RM1 designation would be inconsistent with the primarily single and two-family character of surrounding property.
- (6) *The use will not be detrimental to the existing character of development in the immediate neighborhood or endanger the public health, safety, or general welfare.* This condition is met. The use has been operating at this location for approximately twenty-seven years and no changes to the use are proposed. Continuation of the use will not change its impact on the character of development in the immediate neighborhood.
- (7) *The use is consistent with the comprehensive plan.* This condition is met. The Comprehensive Plan supports taking care of the city's existing housing stock (4.0), providing a broad range of housing types (4.1), and encourages the production of rental housing (5.3).
- (8) *A notarized petition of two-thirds of the property owners within one hundred (100) feet the property has been submitted stating their support for the use.* This condition is met. The petition was found sufficient on September 9, 2009: 22 parcels eligible; 15 parcels required; 19 parcels signed.

I. **STAFF RECOMMENDATION:** Based on the above findings, staff recommends approval of the establishment of legal nonconforming use for 8 dwelling units subject to the following conditions:

- 1 The use shall be considered a multiple-family dwelling as defined in §65.116 and limited to eight (8) units. In accordance with the intent of Chapter 62 of the Zoning Code, any future reduction in the number of units shall permanently reduce the legal nonconformity to the new decreased number of units. The use shall not change to another nonconforming use except to reduce the number of dwelling units while meeting the applicable definition in §65.113, §65.114, or §65.116. Proposed nonconforming uses other than those defined in §65.113, §65.114 and §65.116 shall be brought to the Planning Commission for a new nonconforming use permit.
2. Lower level units shall not be occupied by, or rented to, more than one individual at any given time.



NONCONFORMING USE PERMIT APPLICATION
Department of Planning and Economic Development
Zoning Section
1400 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102-1634
(651) 266-6589

Zoning Office Use Only
File #: 09-267755
Fee: 650.00
Tentative Hearing Date: 9-24-09
PD=11
272923310020

APPLICANT

Name Howard and Phyllis Goserud
Address 3530 Cohansey Circle
City Shoreview St. MN Zip 55126 Daytime Phone 651-484-3843
Name of Owner (if different) _____
Contact Person (if different) _____ Phone _____

PROPERTY LOCATION

Address/Location 858-860 N. Albert St. - St. Paul, MN 55104
Legal Description Sect 27- TWP-029- Range-023 College Place, East Division Current Zoning RT1
(attach additional sheet if necessary)

TYPE OF PERMIT: Application is hereby made for a Nonconforming Use Permit under provisions of Chapter 62, Section 109 of the Zoning Code:

- The permit is for: ☐ Change from one nonconforming use to another (para. c)
☐ Re-establishment of a nonconforming use vacant for more than one year (para. e)
☒ Establishment of legal nonconforming use status for use in existence at least 10 years (para. a)
☐ Enlargement of a nonconforming use (para. d)

SUPPORTING INFORMATION: Supply the information that is applicable to your type of permit.

Present/Past Use 2 BR Side by Side Duplex with 6 Furnished WRM Efficiency's in Lower Level

Proposed Use Same as above

Attach additional sheets if necessary

Attachments as required ☐ Site Plan

☐ Consent Petition

☐ Affidavit

Applicant's Signature H. Goserud

Date 8/4/09 City Agent PKC

NONCONFORMING USE PERMIT

Establishment of Legal Nonconforming Use

City of Saint Paul

ESTABLISHMENT OF LEGAL NONCONFORMING USE STATUS

Section 62.109(a)

A nonconforming use is a use that lawfully existed at the time of adoption of the zoning code (October 24, 1975) or a later amendment, but which is not currently permitted in the zoning district in which it is located.

The Planning Commission, following a public hearing at the Zoning Committee, may grant legal nonconforming status to a use that does not meet the requirements for administrative determination but has been in existence for at least 10 years. They must make the following required findings.

1. The use occurs entirely within an existing structure; (ALL tenants live inside bldg at 858-860 N. Albert)
2. The use or use of similar intensity permitted in the same clause of the zoning code or in a more restrictive zoning district has been in existence continuously for a period of at least ten (10) years prior to the date of the application. -(Since 1983)
3. The off-street parking is adequate to serve the use; Parking for efficiencies (23' x 72' Pad Size)
4. Hardship would result if the use were discontinued; 2 tenants do all mechanical maint on furnaces, water heaters + do all snow shovel!
5. Rezoning the property would result in "spot" zoning or a zoning inappropriate to the surrounding land uses; - There is a 4 plex 2 doors down from our bldg
6. The use will not be detrimental to the existing character of development in the immediate neighborhood or endanger the public health, safety, or general welfare;
7. The use is consistent with the comprehensive plan; and (1983) - Lower Level permit was taken out + all work inspected + approved!
8. A notarized petition of two-thirds of the property owners within 100 feet of the property has been obtained stating support for the use. -(Received 19 Signatures out of 22)

The Planning Commission may attach other conditions to insure the public welfare.

Applicant's Role

1. The applicant (or representative) receives a nonconforming use permit application form from the Zoning Section, 1400 City Hall Annex, 25 West Fourth St., Saint Paul, Minnesota 55102 or online at <http://www.stpaul.gov/depts/liep/zoning/deternonconform.html>. The forms include the following:
 - a. Application for Nonconforming Use Permit;
 - b. "Consent of Adjoining Property Owners" form;
 - c. "Affidavit of Petitioner" form for individual circulating the petition.
2. Complete the application form. Include evidence that all of the conditions listed in the code (1-8 above) are met. This would include evidence that the use has been in existence for ten years, evidence of hardship, floor plans, site plans, and other information to substantiate your case. If the application is for a permit to grant legal nonconforming status for a duplex or triplex, the application shall also include responses to the duplex/triplex conversion guidelines. These guidelines are available from the Zoning Section.
3. Complete the top portion of the consent petition form, including a clear description of the use you are proposing to establish as the legal nonconforming use. On the consent petition form, obtain

Signatures of
Home Owners
Living within
100 ft. of
858-860 N.
Albert St.

Rec'd 19 out of 22
all signed without
hesitation

CITY OF SAINT PAUL

CONSENT OF ADJOINING PROPERTY OWNERS FOR A NONCONFORMING USE PERMIT

We, the undersigned, owners of the property within 100 feet of the subject property acknowledge that we have been presented with the following:

A copy of the application of Howard & Phyllis Goserud,
(name of applicant)

to establish a Variance or "nonconforming use permit" from the City of St. Paul for 858-860 Albert - No changes will be done to the building or surrounding area. This is just a procedure to correct a zoning situation we were never made aware of in the last 27 years. (proposed use)

located at 858-860 N. Albert - St. Paul, MN,
(address of property)

(^{existing} For Side by Side duplex with 6 effie. in Lower Level)

requiring a nonconforming use permit, along with any relevant site plans, diagrams, or other documentation.

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

ADDRESS OR PIN	RECORD OWNER	SIGNATURE	DATE
858-860 N. Albert	Howard Goserud	H Goserud	6/28/09
1369 Hewitt Ave	Patricia Rust	Patricia Rust	6/30/09
1369 Hewitt Ave	Nancy White	Nancy White	6/30-9
1377 Hewitt Ave	Char. Gronewald	Charlotte Gronewald	6-30-09
1363 Hewitt Ave	Sandra Colgrove	Sandra Colgrove	6/30/09
845 Albert St. N.	Abigayle Einberger	Abigayle Einberger	6/30/09
845 Albert St. N.	Alison Einberger	Alison Einberger	6/30/09
861 Hamline	Steve Henrichs	STEVE HENRICHS	6-30-09
1343 Hewitt	Thomas Winnin	Thomas Winnin	7-1-09
1373 Hewitt Ave	Shirley Shirley	Shirley	7-1-09
1381 Hewitt Ave	Kate Lamers	Kate Lamers	7-1-09
875 Hamline Ave	SANDY PHARMER	Sandy Pharmer	7-11-09

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.

ATTN: AL Hester
St. Paul PHA

CITY OF SAINT PAUL

CONSENT OF ADJOINING PROPERTY OWNERS FOR A
NONCONFORMING USE PERMIT

We, the undersigned, owners of the property within 100 feet of the subject property acknowledge that we have been presented with the following:

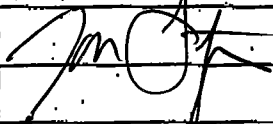
A copy of the application of Howard R. & Phyllis M. Goswami

(^{existing since 1982} For side by side duplex with 6 eff. in lower level)
to establish a Legal Nonconforming Use Permit
(proposed use)

located at 858-860 N. Albert St. St. Paul, MN 55104
(address of property)

requiring a nonconforming use permit, along with any relevant site plans, diagrams, or other documentation.

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

ADDRESS OR PIN	RECORD OWNER	SIGNATURE	DATE
			7/30/09

1358 Taylor Avenue

Public Housing Agency
of the City of Saint Paul

Jon M. Gutzmann
Executive Director

7/29/2009

The PHA neither approves nor opposes this request for a Non-Conforming User Permit.

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.



July 29, 2009

Phyllis M. & Harold R. Goserud
3530 Cohansey Circle
Shoreview, MN 55126

Re: Petition for Non-Conforming Use Permit, 858-860 N. Albert St.

Dear Mr. & Ms. Goserud:

I am enclosing a copy of the petition on your request for a Non-Conforming Use Permit for your property at 858-860 N. Albert Street. The Saint Paul Public Housing Agency (PHA) Board of Commissioners gave its approval last week for staff to sign the petition, with the notation "The PHA neither approves nor opposes this petition."

I am enclosing a copy of the petition signed by Jon Gutzmann, the PHA's Executive Director, with the qualifying language inserted.

Please call me if you have any questions.

Sincerely,

F. Allen Hester
Housing Policy Director

Enclosure

CITY OF SAINT PAUL

CONSENT OF ADJOINING PROPERTY OWNERS FOR A NONCONFORMING USE PERMIT

We, the undersigned, owners of the property within 100 feet of the subject property acknowledge that we have been presented with the following:

A copy of the application of Howard R. & Phyllis M. Lasekud
(name of applicant)

to establish a Legal nonconforming use Permit
(For Side by Side dup, (proposed use) with 6 eff. in lower level)
Existing since 1982 ex

located at 858-860 N. Albert - St. Paul, M.N.
(address of property)

requiring a nonconforming use permit, along with any relevant site plans, diagrams, or other documentation.

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

ADDRESS OR PIN	RECORD OWNER	SIGNATURE	DATE
1369 Hewitt Ave	Jeffrey G. Etter	Jeffrey G. Etter	7/21/09
1369 Hewitt Ave	Jennine Roth	Jennine Roth	7/11/09
871 N. Hamline	David Hagen	David Hagen	7/31/09
875 ALBERT ST N	TREVOR URMAN	Trevor Uрман	8/3/09

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.

CITY OF SAINT PAUL

CONSENT OF ADJOINING PROPERTY OWNERS FOR A NONCONFORMING USE PERMIT

We, the undersigned, owners of the property within 100 feet of the subject property acknowledge that we have been presented with the following:

A copy of the application of Howard R & Phyllis M. Goswami
(~~existing since 1982~~ (name of applicant)
(~~FOR Side by Side duplex with 6 effs. in Lower Level~~)
to establish a Legal nonconforming use permit
(proposed use)

located at 858-860 N. Albert - St. Paul, M.N.
(address of property)

requiring a nonconforming use permit, along with any relevant site plans, diagrams, or other documentation.

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

ADDRESS OR PIN	RECORD OWNER	SIGNATURE	DATE
----------------	--------------	-----------	------

Extra { 1360 Hewitt Ave	Wynne & Michelle Beck	[Signature]	July 10, 09
{ 1355 Hewitt	Joe Fehrman	[Signature]	7-14-09
{ 1355 Hewitt	Barbara Fehrman	[Signature]	7/11/09
1351 Hewitt Ave	Karen Taylor	[Signature]	7/11/09
1360-1362 Taylor	Andrew Dich	[Signature]	7/11/09
867 Hamline Apts	Willai + Terese Sullivan	[Signature]	7-14-09
New owners { 1359 HEWITT AVE	JAMES PRICE III	[Signature]	8-2-09
{ 1359 Hewitt Ave	Sean Maynard	[Signature]	8-2-09
{ 861 Albert Ave	Charles Gings	[Signature]	8/3/09
{ 861 Albert Ave	DAVID H. HESLEY	[Signature]	8/03/09

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.

CITY OF SAINT PAUL

AFFIDAVIT OF PETITIONER FOR A CONDITIONAL USE PERMIT OR A NONCONFORMING USE PERMIT

STATE OF MINNESOTA)

:SS

COUNTY OF RAMSEY)

The petitioner, Howard R. Goserud, being first duly sworn, deposes and states that the consent petitioner is informed and believes the parties described on the consent petition are owners of the parcels of real estate described immediately before each name; each of the parties described on the consent petition is an owner of property within 100 feet of the subject property described in the petition; the consent petition contains signatures of owners of at least two-thirds (2/3) of all eligible properties within 100 feet of the subject property described in the petition; and the consent petition was signed by each said owner and the signatures are the true and correct signatures of each and all of the parties so described.

Howard R. Goserud

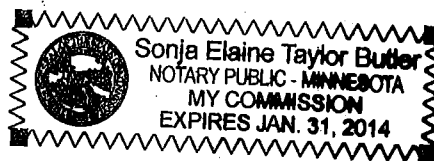
HOWARD R. GOSERUD
NAME

3530 COHANSEY CR
ADDRESS

651-484-3843
TELEPHONE NUMBER

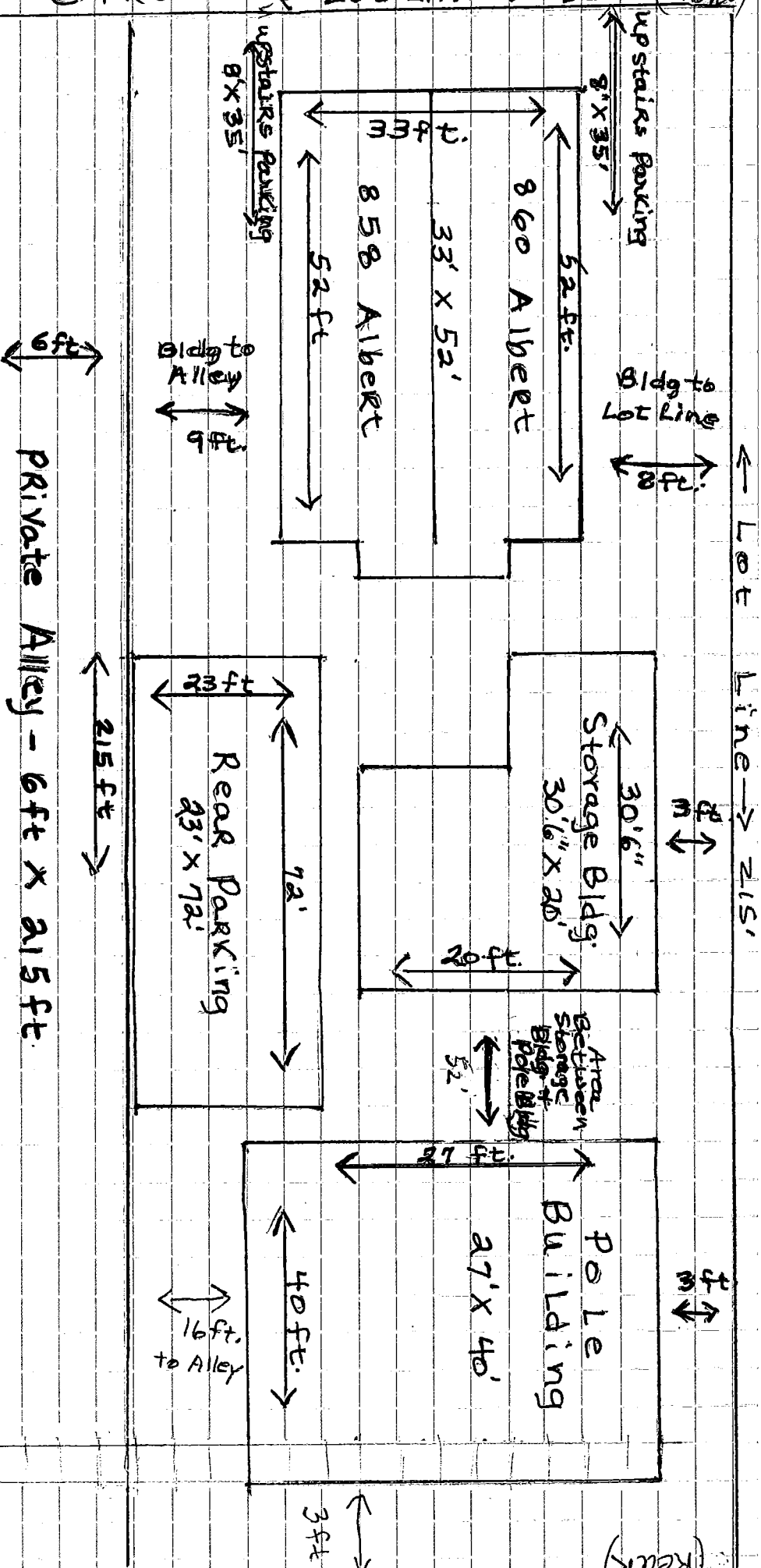
Subscribed and sworn to before me this
4th day of September, 2009

[Signature]
NOTARY PUBLIC



Plans + Permits
for 858-860
N. Albert - Upper
& Lower Level
as well as
other buildings
on the Lot

Albert Street ← Lot Line → So. (Front)



(5 Neighbors to the South adjoin this Alley)

Site Plan

Overall layout of 858-860 N. Albert, (Not to Scale)

Lot Size: 50' x 215'

Building Size: 33' x 52'

Storage Bldg: 30'6" x 20ft.

Pole Bldg: 27' x 40'

858 upstairs Parking - 8' x 35'

860 upstairs Parking - 8' x 35'

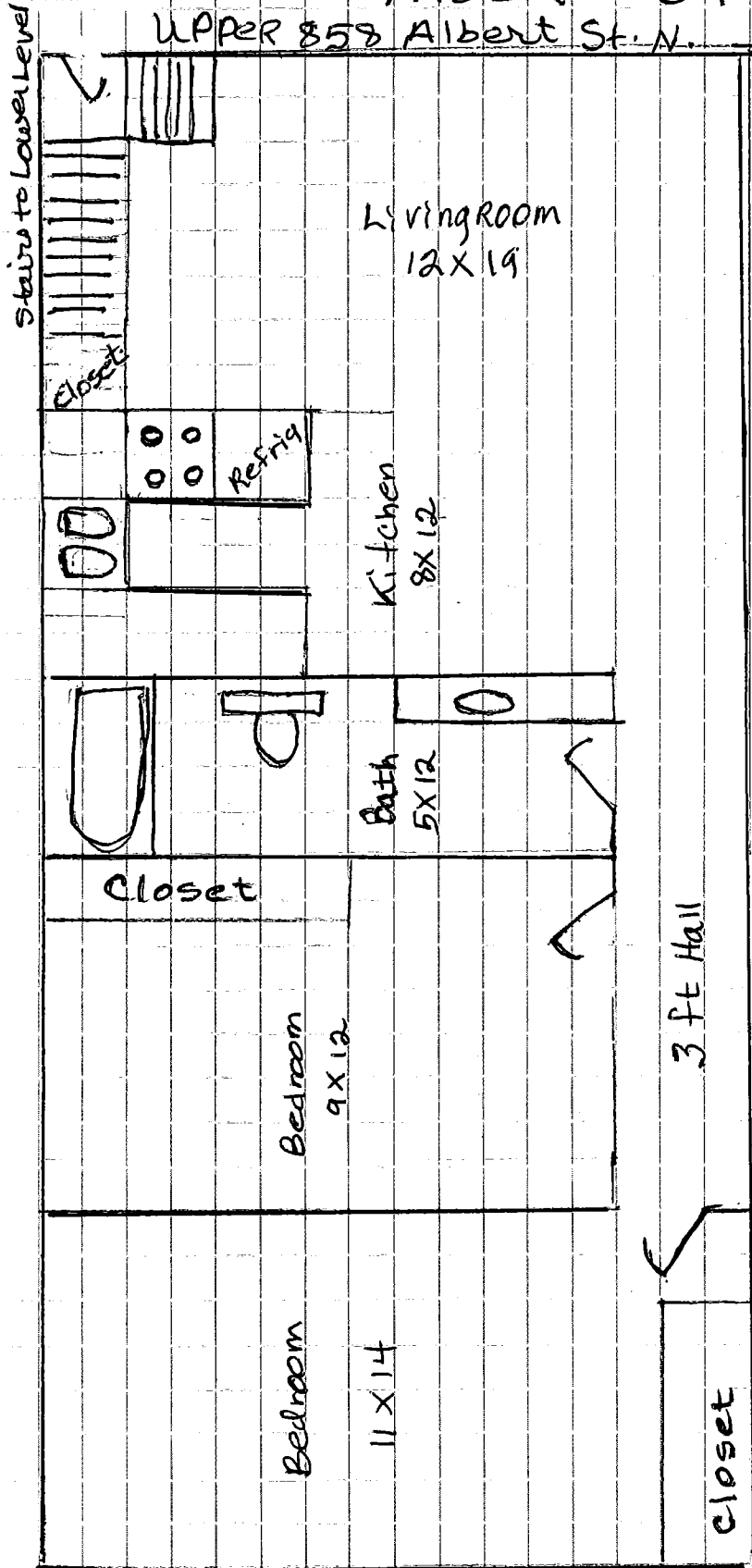
Rear Parking for Efficiency: 23' x 72'

Plan of upper units @ 858-860 Albert

ALBERT ST (Not to Scale)

UPPER 858 Albert St. N.

Upper 860 Albert St. N.



Identical
to
858 side

L.R.: 12x19
Kitchen: 8x12
Bath: 5x12
Bedroom: 9x12
Bedroom: 11x14

Together, we make the difference.

CITY OF SAINT PAUL

DEPARTMENT

DIVISION OF HOUSING AND BUILDING
CODE ENFORCEMENT

445 CITY HALL
ST. PAUL, MN 55102

PERMIT NO. **20300**

PLAN NO. **10-116**

ST. CODE **00440**

DATE **6-29-81** OWNER **E.T. Dugher Const.**

OWNERS ADDRESS **1/2 Battle Ca Rd**

☐ OLD
☒ NEW TYPE CONST. **Frame** TYPE OF OCCUPANCY **Res R-3**

☒ BUILD ☐ AND EXC. ☐ PLASTER ☐ DRYWALL ☐ FENCE

☐ ADDITION ☐ ALTER ☐ REPAIR ☐ MOVE ☐ WRECK

NUMBER **858** STREET **N. Albert** SIDE **E** CROSS STREETS **Hewitt**

WARD **6** LOT **2** BLOCK **12** ADDITION OR TRACT **Lot 2 & 16, 40'**

LOT **2** WIDTH **53.75** DEPTH **114.82** SIDE LOT CLEARANCE **9** BUILDING LINE **11** FRONT **25** REAR **37**

STRUC- TURE **32'** LENGTH **52'** HEIGHT **17'** STORIES **1**

ESTIMATED VALUE BASEMENT ☒ YES ☐ NO TOTAL FLOOR AREA **3320**

SO. FT. **3320** INCLUDE BASEMENT

DETAILS & REMARKS:

Del. Sunaglow

2-Sac A 2609

ARCHITECT

CONTRACTOR **E.T. Dugher Const.** ADDRESS & ZIP **735-5598**

MASONRY **W.V. Nelson Const.** ADDRESS & ZIP **454-4385**

PERMIT FEE **334.00** STATE VALUATION **66,859.50**

PLAN CHECK **83.50** CASHIERS USE ONLY

15% CITY SURCHARGE

STATE SURCHARGE **33.43**

TOTAL FEE **450.93** WHEN VALIDATED THIS IS YOUR PERMIT

APPLICANT CERTIFIES THAT ALL INFORMATION IS CORRECT AND THAT ALL PERTINENT STATE REGULATIONS AND CITY ORDINANCES WILL BE COMPLIED WITH IN PERFORMING THE WORK FOR WHICH THIS PERMIT IS ISSUED.

ADDRESS OF JOB

AUG. 05 '81 09:10
BLDG2811 334.00
PLCK4074 83.50
SURB6399 33.43

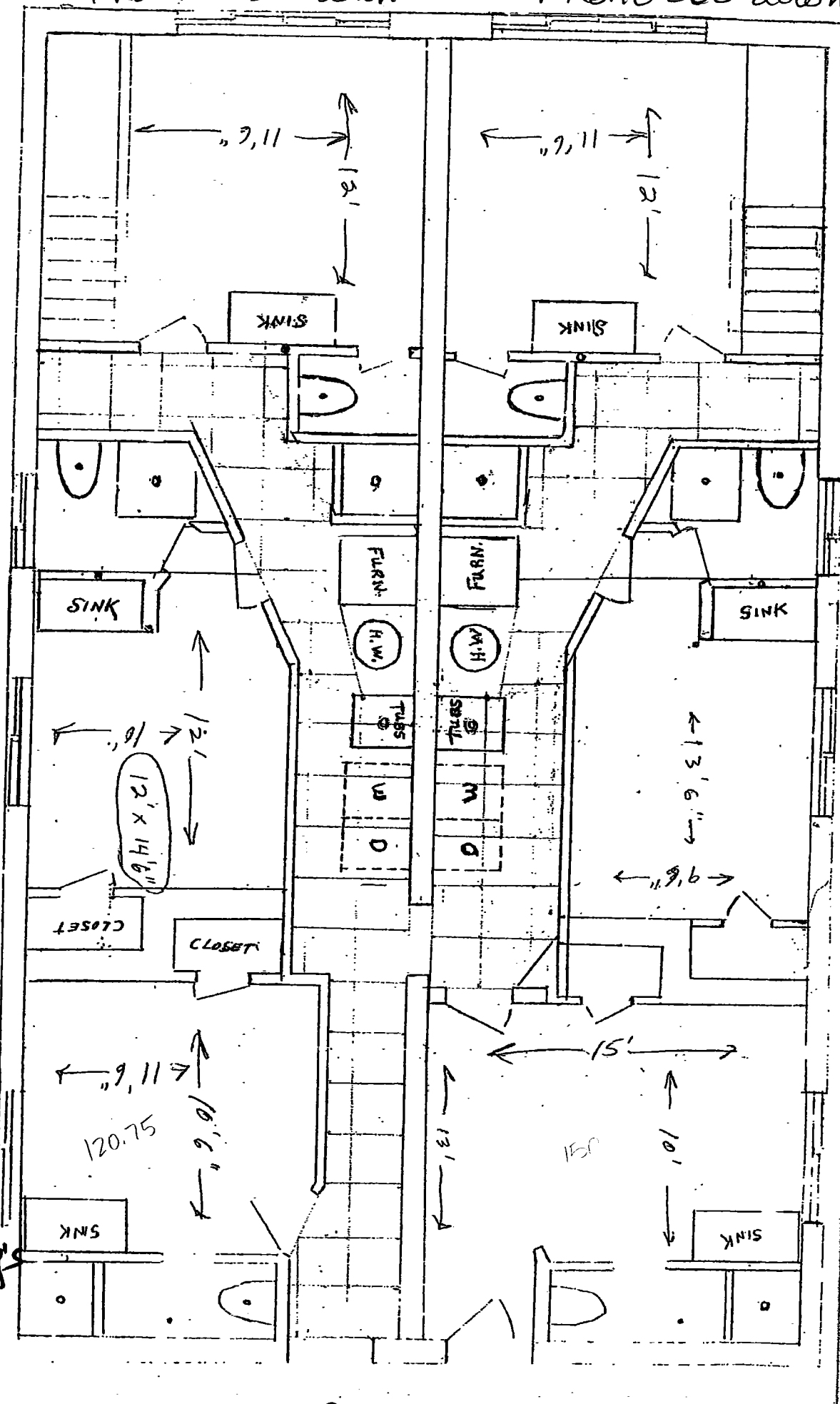
AUTHORIZED SIGNATURE **E.T. Dugher**

X **E.T. Dugher**

(1981)
Original
Permit for
858-860 Albert

Front - 858-down

Front-860 down



858-860
N. Albert

(1982)
Plan of
Lower level
showing a
small efficiency
given to City
of St. Paul

Rear

GENERAL BUILDING PERMIT CITY OF SAINT PAUL

DEPARTMENT
DIVISION OF HOUSING AND BUILDING
CODE ENFORCEMENT
445 CITY HALL
ST. PAUL, MN 55102

138537

Permit No. _____

FINISH BASEMENT
DESCRIPTION OF PROJECT

PLAN NO. 10-67

DATE JUNE 11, 1982 OWNER H. GOSERUD

OWNERS ADDRESS 1447 W. ELDRIDGE AVE. ROSEVILLE, MN. 55113

☐ OLD ☐ NEW TYPE CONST. I-14 TYPE OF OCCUPANCY R-3

☐ BUILD ☐ GRADING AND EXC. ☐ STUCCO OR PLASTER ☐ DRYWALL ☐ FENCE

☐ ADDITION ☐ ALTER ☐ REPAIR ☐ MOVE ☐ WRECK

NUMBER	STREET	SIDE	CROSS STREETS
858-860	N. ALBERT ST.	EAST	TAYLOR & HEWITT

WARD	LOT	BLOCK	ADDITION OR TRACT
10			

LOT	WIDTH	DEPTH	SIDE LOT CLEARANCE	BUILDING LINE
				FRONT REAR

STRUC-TURE	WIDTH	LENGTH	HEIGHT	STORIES

ESTIMATED VALUE	BASEMENT	TOTAL FLOOR AREA
\$6,000.00	<input type="checkbox"/> YES <input type="checkbox"/> NO	SQ. FT. INCLUDE BASEMENT

DETAILS & REMARKS:
PERMIT ISSUED FOR BASEMENT (DUPLEX)
FINISHING -
STC RATING OF 50 REQ'D. BETWEEN UNITS

ARCHITECT _____ TEL. NO. _____
CONTRACTOR H. GOSERUD ADDRESS & ZIP 631-1230

MASONRY	PERMIT FEE	STATE VALUATION
<u>117.00</u>	<u>14.63</u>	<u>\$6,000.00</u>
<u>3.00</u>	<u>134.63</u>	
<u>76.13</u>		

APPLICANT CERTIFIES THAT ALL INFORMATION IS CORRECT AND THAT ALL PERTINENT STATE REGULATIONS AND CITY ORDINANCES WILL BE COMPLIED WITH IN PERFORMING THE WORK FOR WHICH THIS PERMIT IS ISSUED.

X [Signature]
AUTHORIZED SIGNATURE

CASHIER USE ONLY
WHEN VALIDATED THIS IS YOUR PERMIT

St. Code 00440
ADDRESS OF JOB 858-860 N. Albert

1982
copy of
Permit
taken out
when lower
level was
finished into
small efficiency
w/ private bath

858-860
N. Albert

INSPECTION REPORT

Inspector M. Koppert

Foundation _____

Frame OK

Lath and/or Wallboard _____

Final 11-1-83

Notes: _____

858 + 860 Lower Level

Tenants moved in starting March 1983

1983

Final Inspection of Lower Level @ 858-860 N. Albert

GENERAL BUILDING PERMIT

CITY OF SAINT PAUL

DEPARTMENT
DIVISION OF HOUSING AND BUILDING
CODE ENFORCEMENT
445 CITY HALL
ST. PAUL, MN 55102

150602

Permit No. _____

REAR ENTRY ENCLOSURE PLAN NO. 4-6
DESCRIPTION OF PROJECT
DATE 1/24/83 OWNER HOWARD R. GOSERUD
OWNERS ADDRESS 1447 W. ELDRIDGE AVE. ROSEVILLE MINN., 55113

☐ OLD
☐ NEW TYPE CONST. I-N TYPE OF OCCUPANCY R-3
☐ BUILD ☐ GRADING AND EXC. ☐ STUCCO OR PLASTER ☐ DRYWALL ☐ FENCE
☒ ADDITION ☒ ALTER ☐ REPAIR ☐ MOVE ☐ WRECK

NUMBER	STREET	SIDE	CROSS STREETS
858-860	N. ALBERT ST		HEWITT
WARD	LOT	BLOCK	ADDITION OR TRACT
	WIDTH	DEPTH	SIDE LOT CLEARANCE
LOT			
			BUILDING LINE FRONT REAR
	WIDTH	LENGTH	HEIGHT
STRUC- TURE			
			STORIES
	ESTIMATED VALUE	BASEMENT	TOTAL FLOOR AREA
	\$400 ⁰⁰	<input type="checkbox"/> YES <input type="checkbox"/> NO	SQ. FT.
			INCLUDE BASEMENT

DETAILS & REMARKS:

PREVIOUS PERMIT FOR BASEMENT

ADD ENCLOSURE TO EXISTING STEPS & DOORS AT REAR

SUBJECT TO INSPECTOR'S APPROVAL

ARCHITECT

CONTRACTOR

H. GOSERUD

ADDRESS & ZIP

MASONRY

PERMIT FEE	12.00	STATE VALUATION \$500 ⁰⁰
PLAN CHECK		
STATE SURCHARGE	.50	
TOTAL FEE	\$12.50	

APPLICANT CERTIFIES THAT ALL INFORMATION IS CORRECT AND THAT ALL PERTINENT STATE REGULATIONS AND CITY ORDINANCES WILL BE COMPLIED WITH IN PERFORMING THE WORK FOR WHICH THIS PERMIT IS ISSUED.

AUTHORIZED SIGNATURE

JAN. 24 '83 17:21	
BLDG2811	12.00
SURB6399	.50
TOTAL	12.50
CHECK	12.50
B.3245	0000/00
CASHIER USE ONLY WHEN VALIDATED THIS IS YOUR PERMIT	

St. Code 00440
ADDRESS OF JOB 858-860 N Albert

DEPARTMENT
DIVISION OF HOUSING AND BUILDING
CODE ENFORCEMENT
445 CITY HALL
ST. PAUL, MN 55102

Permit No. **011156**

X POLE Bldg
GARAGE

PLAN NO. **4-69**

DATE **X 4/16/86** OWNER **X HOWARD GOSERUD**

OWNERS ADDRESS **1447 W. ELDRIDGE AVE. RSU., MN.**

☐ OLD
☒ NEW TYPE CONST. **V-N** TYPE OF OCCUPANCY **M-1**

☒ BUILD ☐ GRADING AND EXC. ☐ STUCCO OR PLASTER ☐ DRYWALL ☐ FENCE

☐ ADDITION ☐ ALTER ☐ REPAIR ☐ MOVE ☐ WRECK

NUMBER	STREET	SIDE	CROSS STREETS
858-60	N. ALBERT	EAST	TAYLOR AVE. HEWITT AVE

WARD	LOT	BLOCK	ADDITION OR TRACT
4			

LOT	WIDTH	DEPTH	SIDE LOT CLEARANCE	BUILDING LINE	
				FRONT	REAR

STRUC- TURE	WIDTH	LENGTH	HEIGHT	STORIES
	40'	25'	14'	1

ESTIMATED VALUE	BASEMENT	TOTAL FLOOR AREA
5,000⁰⁰	<input type="checkbox"/> YES <input type="checkbox"/> NO	SQ. FT. 1000 INCLUDE BASEMENT

DETAILS & REMARKS:

18' MAX. HT. TO MID-PT. BETWEEN EAK & EAVES -
Zoning OK. w/ lane
POLE bldg. -

ARCHITECT

CONTRACTOR **HOWARD GOSERUD**

TEL. NO.

631-1220

ADDRESS & ZIP

MASONRY **FLOYD ANDERSON**

PERMIT FEE **\$ 117.00** STATE VALUATION **\$ 10,000⁰⁰**

PLAN CHECK **—**
STATE SURCHARGE **\$ 5.00**
TOTAL FEE **\$ 122.00**

APPLICANT CERTIFIES THAT ALL INFORMATION IS CORRECT AND THAT ALL PERTINENT STATE REGULATIONS AND CITY ORDINANCES WILL BE COMPLIED WITH IN PERFORMING THE WORK FOR WHICH THIS PERMIT IS ISSUED.

X H Goserud
AUTHORIZED SIGNATURE

04/16/86 00002203:41PM

2811 BUILDING	*117.00
9534 SURCHARGE	*5.00
SUBTOTAL	*122.00
CHECK TO	*122.00
CHANGE	*.00

CASHIER USE ONLY
WHEN VALIDATED THIS IS YOUR PERMIT

St. Code

ADDRESS
OF JOB

GENERAL BUILDING PERMIT

CITY OF SAINT PAUL

DEPARTMENT



CITY OF SAINT PAUL

OFFICE OF LICENSE, INSPECTIONS AND ENVIRONMENTAL PROTECTION

BUILDING INSPECTION AND DESIGN

350 St Peter Street - Suite 300

Saint Paul, Minnesota 55102-1510 612-266-9090

Permit No. **183972**

Tear off & reroof

PLAN NO. _____

DESCRIPTION OF PROJECT

DATE June 29, 99 OWNER Howard Gosegood

OWNERS ADDRESS 3530 Coharney

☐ OLD

☐ NEW

TYPE CONST. V-N

TYPE OF OCCUPANCY S.F.D. R-3

☐ BUILD

☐ GRADING AND EXC.

☐ STUCCO OR PLASTER

☐ DRYWALL

☐ FENCE Jim S.

☐ ADDITION

☐ ALTER

☐ REPAIR

☒ MOVE

☐ WRECK

NUMBER	STREET		SIDE	CROSS STREETS	
858	Albert N. St				
WARD	LOT	BLOCK	ADDITION OR TRACT		
LOT	WIDTH	DEPTH	SIDE LOT CLEARANCE		BUILDING LINE
					FRONT REAR
STRUC-TURE	WIDTH	LENGTH	HEIGHT		STORIES
ESTIMATED VALUE		BASEMENT		TOTAL FLOOR AREA	
\$3675.00		<input type="checkbox"/> YES <input type="checkbox"/> NO		SQ. FT.	
				INCLUDE BASEMENT	

DETAILS & REMARKS:

Ice & Water Protection

No Structural Changes

STEVE TOENSING Ph. 266-9023

INSPECTION	DATE <u>6/29/99</u> (hrs 7:30 - 9:00 AM)	TEL. NO. <u>451-738-0361</u>
ARCHITECT	<u>Brigley Roofing</u>	
CONTRACTOR	<u>8920 Highland Ct</u>	
MASONRY	<u>Woodbury Mn 55125</u>	

PERMIT FEE	87.25	STATE VALUATION	3675.00
PLAN CHECK		07/01/99 0000 07:39AM CLERK 1 2811 BUILDING 497.25 9534 SURCHARGE 5 41.84 CHECK 499.09	
STATE SURCHARGE	1.84		
TOTAL FEE	89.09		

APPLICANT CERTIFIES THAT ALL INFORMATION IS CORRECT AND THAT ALL PERTINENT STATE REGULATIONS AND CITY ORDINANCES WILL BE COMPLIED WITH IN PERFORMING THE WORK FOR WHICH THIS PERMIT IS ISSUED.

CASHIER USE ONLY
WHEN VALIDATED THIS IS YOUR PERMIT

St. Code

ADDRESS 858 Albert N St

Copy of
Our Application
for the
(b) ^{furnished} Efficiency's
Showing how
we operate
this building!

TELEPHONE: 651-484-3843

Efficiency

APPLICATION AND AGREEMENT TO RENT

Tenant Cell Phone

Payment of rent begins: _____ Date Moving In: _____

Present Address: _____ How Long: _____

Present Landlord: _____ Phone No. _____

Emergency Ref: _____ Address: _____ Phone: _____

Drivers License No.: Social Security No.

Have you ever been arrested for anything other than a traffic violation?

AGREEMENT: Yes No

it is mutually agreed between the owner and tenant as follows:

1. That the rent of \$ to be paid monthly in advance or promptly on the 1st of each month. RENTS NOT RECEIVED BY THE 3rd OF EACH MONTH ARE SUBJECT TO A LATE CHARGE OF \$25.00 PER MONTH.
2. NO PERSONS other than the individual renting the room shall be permitted to occupy the room. No company allowed in the room.
3. The tenant agrees to give the owner at least 30 days written notice of their intention to vacate the room. It is understood that the 30 days notice must be given on or before the last day of the month so that vacating occurs on or before the last day of the following month.
4. It is hereby mutually agreed that the owner shall have access to the room at all reasonable hours for inspection or for service and repairs; and for the purpose of showing prospective tenants during the last 30 days of outgoing tenants occupancy.
5. Holes are not allowed or permitted in walls or woodwork by nails or other objects for purpose of installing wallhangings.
6. NO PETS ALLOWED IN THE ROOM.
7. ABSOLUTELY NO BICYCLES ALLOWED IN THE ROOM OR IN ANY PART OF THE BUILDING.
8. Absolutely nothing other than toilet paper to be disposed of in the toilet. NO facial tissue, paper towels, or sanitary napkins.
9. MICROWAVE COOKING ONLY is allowed in the room, with the exception of coffee or toast, etc. ABSOLUTELY NO FRYING IS ALLOWED! No radios or T.V. after 10:00 PM. No washing or drying after 10:00 PM.
10. Tenant agrees to furnish all bedding, towels etc. Tenant to be responsible for the cleaning of the room and bathroom.
11. No moving or re-arranging of any existing furnishings or wallhangings; or moving in any additional of same will be allowed without special permission from owners.
12. Tenant agrees to vacate the room no later than 12:00 noon on last day of tenancy.
13. ABSOLUTELY NO SMOKING IN RENTAL UNIT OR ON THE PREMISES.

TOTAL SECURITY DEPOSIT DUE \$_____

AMOUNT RECEIVED ON DATE HEREOF \$ _____

Balance due on _____ \$ _____

RENT DEPOSIT RECEIVED ON DATE HEREOF \$ _____

TENANT HAS READ AND APPROVES OF THE CONDITIONS OF THIS AGREEMENT.

This Agreement signed _____

Tenant

Owner-Landlord

Rent of \$ _____ per month pro-rated from ____/____/____ thru ____/____/____ at \$_____.

The tenant agrees to rent the above described unit for the term of _____ months commencing _____ at a rental of \$ _____ per month and abide by all the terms and conditions as above set forth.

It is understood that any violation of the above rules on the part of the tenant allows the owner the option of terminating this Lease.

Tenant

Owner-Landlord

Copies of Ramsey
County Tax Stmt's,
Valuation Stmt's +

City of St. Paul

Storm Sewer

Charge Stmt -

ALL show 8584

860 N. Albert

classified as

Apartment OR

Multiple Dwelling



City of Saint Paul Storm Sewer System Charge INVOICE

This is your 2009 bill for the City of Saint Paul Storm Sewer System Charge. This annual charge is used to repay bonds issued to finance the sewer separation program, to pay for operation and maintenance of the storm sewer system and to fund programs to improve the quality of storm water runoff as required in the City's federal storm water permit.

*****AUTO**3-DIGIT 551

Howard R Goserud
3530 Cohansey Cir
Shoreview MN 55126-3905

211 243

PROPERTY: 858 ALBERT ST N

ID NO: 272923310020

USE CLASS: F

LAND AREA: 0.246786 Acre

AMOUNT DUE: \$215.34

3

You may pay this charge now or wait and pay it with your 2010 property taxes. To pay now, tear off the bottom portion of this invoice and mail it with your payment in the enclosed self-addressed envelope. You may also pay in person at the City of Saint Paul Real Estate/Assessments office, 25 W. 4th St., 10th Flr. Payment is due October 2, 2009. Unpaid amounts will appear on your 2010 property tax statement. If you elect to pay with your property taxes, you will be charged an additional 5.5 % of the total amount due. Returned checks are subject to a \$30.00 returned item fee.

The 2009 rates approved by the City Council are listed in the chart below. These rates reflect a 12 % increase from 2008. Properties not in the "C" or "D" Use Class may seek review of this charge by filing a written request with the Public Works Sewer Utility Manager, 700 City Hall Annex, 25 W. 4th St., Saint Paul, MN 55102, within 30 days of this mailing. If you have any questions about the charge, call 651-266-8858.

2009 Storm Sewer System Charge Rates

Use Class	Property Use	Rate
A	Cemeteries, golf courses, parks, unimproved vacant land, and one- and two-family residential land in excess of 1/3 acre	\$ 119.11 per acre
B	Railroad Land	\$ 451.81 per acre
C	Residential, one- and two-family homes (less than 1/3 acre)	\$ 72.21 per parcel
D	Condominiums and town homes	\$ 47.90 per unit
E	Schools and community centers	\$ 653.80 per acre
F	Multiple dwellings; religious buildings; government buildings	\$ 872.58 per acre
G	Commercial and industrial land; parking lots	\$1,175.52 per acre

CUT ALONG THE DOTTED LINE

(Return this bottom portion with your payment - DUE OCTOBER 2, 2009)

Make check payable to: **City of Saint Paul**

Mail to: **City of Saint Paul**
P.O. Box 64015
Saint Paul, MN 55164-0015

(Please use the self-addressed envelope)

PROPERTY: 858 ALBERT ST N

ID NO: 272923310020

BILLING CODE: 090080

AMOUNT DUE: \$215.34

3

Returned checks are subject to a \$30.00 returned item fee

(DO NOT WRITE BELOW THIS LINE -- TO DO SO WILL DELAY YOUR PAYMENT PROCESSING)

27292331002009008000000215343

Ramsey County

Property Records and Revenue

P O Box 64097

St. Paul, MN 55164-0097

TAXPAYER NAME(S) AND ADDRESS

Location: 90 West Plato Blvd, St. Paul, MN

Phone: 651-266-2000

Web: www.co.ramsey.mn.us/prr

E-Mail: Askpropertytaxandrecords@co.ramsey.mn.us

HOWARD R GOSERUD

PHYLLIS M GOSERUD

3530 COHANSEY CIR

SHOREVIEW MN 55126-3905

2009 Property Tax Statement

January 2, 2007 Assessment Date	January 2, 2008 Tax Payable Year	Assessment Date Tax Payable Year	PROPERTY ADDRESS
able 2008	Payable 2009		860 ALBERT ST N
\$ 438,700	\$438,700	Estimated Market Value	ABBREVIATED TAX DESCRIPTION
		Value Excluded	COLLEGE PLACE,,EAST DIVISION
438,700	438,700	New Improvements	SUBJ TO & WITH ALLEY ESMT
APARTMENT	APARTMENT	Taxable Market Value	LOT 3 BLK 12
		Property Classification	
			PROPERTY IDENTIFICATION NUMBER (P.I.N.)
			27.29.23.31.0020 0151

2008	2009	TAXES PAYABLE YEAR
	\$ 0.00	1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>
\$ 0.00		2. Use this amount for the special property tax refund on schedule 1 of Form M1PR
		Your Property Tax and How It Is Reduced By The State
17,241.92	6,535.24	3. Your property tax before reduction by state paid credits
0.00	0.00	4. Homestead and Agricultural credits paid by the State of Minnesota to reduce your property tax
6,202.08	6,535.24	5. Your property tax after reduction by state-paid aids and credits
		Property Tax by Jurisdiction
2,231.09	2,342.26	6. Ramsey County
189.42	193.09	a. Regional Rail Authority
18.86	18.81	b. Public Safety Radio System
		c.
1,666.92	1,775.77	7. City or Town - ST PAUL
0.00	0.00	8. State General Tax
		9. School District 0625
424.26	513.19	a. Voter approved levies
1,452.17	1,428.44	b. Other local levies
		10. Special taxing districts
138.75	141.00	a. Metropolitan special taxing districts
80.61	122.68	b. Other special taxing districts
0.00	0.00	c. Tax increment
		d. Fiscal disparity
0.00	0.00	11. Non-school voter approved referenda levies
6,202.08	6,535.24	12. Total property tax before special assessments
129.92	270.76	13. Special assessments and charges added to this property tax statement for taxes payable in 2009
		a. ROW MAINT 01000032 140.84
		b. RECYCLE 01009996 129.92
		c.
		d.
		e.
		Contamination Tax
\$6,332.00	\$6,806.00	14. Total Property Tax and Special Assessments

SEE BACK OF TAX STATEMENT FOR MORE IMPORTANT INFORMATION



Ramsey County

2009 Notice of Valuation and Classification for Taxes Payable in 2010

This is NOT a bill

This form is to notify you of the market value and classification of your property for assessment year 2009. The property taxes you will pay in 2010 will be based on this valuation and classification.

Property Records & Revenue
Assessor's Office
90 W Plato Boulevard
St. Paul, MN 55107
651-266-2000
www.co.ramsey.mn.us/prr

HOWARD R GOSERUD
PHYLLIS M GOSERUD
3530 COHANSEY CIR
SHOREVIEW MN 55126-3905



Property Information

Property ID:
27.29.23.31.0020 N
Property Address:
860 ALBERT ST N
ST PAUL
Tax Description:
Sect-27 Twp-029 Range-023
COLLEGE PLACE,,EAST DIVISION
SUBJ TO & WITH ALLEY ESMT

If you believe your valuation and property class are correct, it is not necessary to contact your assessor or attend any listed meeting.

If the property information is not correct, you disagree with the values, or if you have other questions about this notice, please contact your assessor first. Call 651-266-2000 to discuss any questions or concerns. Often your issues can be resolved at this level.

If your questions or concerns are not resolved, more formal appeal options are available. Please read the back of this notice for important information about the appeal options.

Property Classification

Assessment year 2008
For taxes payable in 2009

APARTMENT

Assessment year 2009
For taxes payable in 2010

APARTMENT

Property Valuation

	Assessment year 2008 For taxes payable in 2009	Assessment year 2009 For taxes payable in 2010
Estimated Market Value	\$ 436,700	\$ 394,800
Value of New Improvements		
Limited Market Value		
Green Acres Value		
Plat Deferment		
This Old House Exclusion		
Disabled Vets Value Exclusion		
Taxable Market Value	436,700	394,800

Open Book – Preliminary Market Value Review Meeting

PROPERTY RECORDS AND REVENUE
90 WEST PLATO BLVD
ST PAUL MN 55107
APRIL 1, 2, 3, 2009
9:00 AM TO 7:00 PM

County Board of Appeal & Equalization – BY APPOINTMENT ONLY

PROPERTY RECORDS AND REVENUE
90 WEST PLATO BLVD
ST PAUL MN 55107
JUNE 17 ADJOURNS JUNE 30 2009
9:00 AM TO 5:00 PM OR
9:00 AM TO 7:00 PM BY APPT.

Property and Assessment Information is available at:

Department of Property Records and Revenue
90 W. Plato Blvd.
St. Paul, MN 55107

Business Hours 8:00am to 4:30 pm
Or visit our website at:
www.co.ramsey.mn.us/prr

Quintile Notice : Assessors Revaluation Requirement

Minnesota Statutes §273.01 requires that your Assessor view your property at least once every five years. This review is part of an ongoing revaluation program to ensure the accuracy of our data and to assist us in estimating a fair and equitable value of your property for property tax purposes. County appraisers will visit approximately 32,000 parcels again this year. We do not mail a separate notice prior to these inspections.

Appraisal staff carries County Identification and will request permission to view the interior and exterior of your property. If you are not home we will complete an exterior inspection and a notice will be left on your front door notifying you of our visit with any further instructions such as the need for an interior review or verification of information.

If you have questions or concerns about this inspection, please call 651-266-2131 M-F 8 a.m. – 4:30 p.m. or visit www.co.ramsey.mn.us/prr

Please read the back of this notice for important appeal information



Ramsey County

Property Records and Revenue

90 West Plato Blvd • Saint Paul, MN • Phone: 651.266.2000 • Web: www.co.ramsey.mn.us/pr • Email: AskPropertyTaxandRecords@co.ramsey.mn.us

Albert

2009 Proposed Property Tax

This is NOT a bill – Do Not Pay

Your local units of government have proposed the amount of property taxes that they will need for 2009. Column (1) below shows your actual 2008 property taxes. Column (2) below shows what your 2009 property taxes will be if your local jurisdictions approve the property tax amounts they are now considering. Any upcoming referendums, legal judgments, natural disasters, voter approved levy limit increases, or special assessments could change these amounts.

Your county commissioners, school board, city council, and metropolitan special taxing districts will soon be holding public meetings to discuss their proposed 2009 budgets and proposed 2009 property taxes. The school board will discuss the 2008 budget. You are invited to attend these meetings to express your opinion. The meeting places and times are listed below. Also shown are the addresses and telephone numbers for these local units of government if you have comments or questions concerning the proposed property tax amounts shown on this notice. No meeting is required if a local unit of government is not increasing its property taxes for 2009, or if its increase is not above the rate of inflation, or if your city has a population of less than 500 people. There is also no public hearing on the state general tax.

PIN/Property Address/Abbreviated Tax Description

HOWARD R GOSERUD
PHYLLIS M GOSERUD
3530 COHANSEY CIR
SHOREVIEW MN 55126-3905
|||||

27.29.23.31.0020 151 000
860 ALBERT ST N
Sect-27 Twp-029 Range-023
COLLEGE PLACE,,EAST DIVISION
SUBJ TO & WITH ALLEY ESMT

Property Classification	For taxes payable in 2008 APARTMENT	For taxes payable in in 2009 APARTMENT	Your Taxable Market Value for property tax payable in 2009 was sent to you in the spring of 2008. The period to discuss possible changes has passed and changes can no longer be made to your property valuation. It is included here for your information only.
Taxable Market Value	\$438.700	\$438.700	
Mailing Address and Phone Numbers	Column (1) 2008 Tax – Actual	Column (2) 2009 Tax – Proposed	Tax and Budget Meetings and Locations
Ramsey County Regional Rail Authority Public Safety Radio System Ramsey County Manager's Office 15 W Kellogg Blvd, Suite 250 St Paul, MN 55102 (651) 266 - 2000	\$ 2,231.09 189.42 18.86 .00	\$ 2,340.43 192.87 18.76 .00	Arlington High School Great Room 1495 Rice Street, St Paul, MN December 11, 2008 – 6:00 p.m.
CITY OF ST PAUL City Library CITY OF ST PAUL FINANCIAL SVCS 15 WEST KELLOGG BLVD ROOM 700 ST PAUL, MN 55102 (651) 266-8797	\$ 1,365.19 301.73	\$ 1,453.31 319.83	ARLINGTON HIGH SCHOOL 1495 RICE STREET ST PAUL, MN 55117 DECEMBER 11, 2008 6:00 PM
State General Tax	\$.00	\$.00	No Meeting Required
SCHOOL DISTRICT 625 DISTRICT OFFICE 360 COLBORNE STREET ST PAUL, MN 55102 (651) 767-8270 a. Voter approved levies b. Other local levies	\$ 424.26 1,452.17	\$ 512.53 1,426.31	ARLINGTON HIGH SCHOOL 1495 RICE STREET ST PAUL, MN 55117 DECEMBER 11, 2008 6:00 PM
Metropolitan Special Taxing Districts Metro Council (Budgets) 390 Robert St. N St Paul, MN 55101 (651) 602-1446	\$ 138.75	\$ 141.55	No Meeting Required
Other special taxing districts Tax increment Fiscal disparity	\$ 80.61 .00 .00	\$ 122.41 .00 .00	No Meeting Required No Meeting Required No Meeting Required
Total Tax excluding special assessments Percent of Tax Change	\$ 6,202.08	\$ 6,528.00 5.3 %	

This is NOT a bill – Do Not Pay

For additional information about this notice, visit:

www.co.ramsey.mn.us

Hardship

We would Loose 6 really great tenants in the Lower Level of 858-860 N. Albert, 2 of which have been with us for many years. They do all the Snow Shoveling and one ^{tenant} who works for Shelling Co. - - who takes care of and does all the maintenance + repairs on both furnaces, Water heaters, air - Cond. - and refrigerators!

Also: As far as Income is concerned - We would receive considerably less income without these units which would be quite a disadvantage to us at our age.

8/11/
8/12/
Paul Deebree
651-266-6583

Hardship
Tenant in
Rm 1 860 Takes
Care of all our
Mechanical
Problems

Tenant in
Rm 3-860
Albert does all
our Snow
Shoveling

David moved
in one of the
^{furnished} efficiencies at
860 N. Albert
in Jan. ^{Rm 3-}1986
and he is
still living
there! 23 yrs

David
does all
the snow
shoveling

Copies of Applications
from current and
past tenants
showing proof
these (6) small
^{furnished} efficiencies at
858 + 860 Albert
have been rented
continuously since
1982.

(27 years)

H. OR PHYLLIS M. GOSERUD
1447 W. Eldridge Ave.
Roseville, Minn. 55113

TELEPHONE: 631-1220

APPLICATION AND AGREEMENT TO RENT - ~~E~~fficiency

APPLICATION:

Location of room to be rented: ~~888~~ 860 No. Albert-St. Paul, Minn. 55104 Room No. 3
Payment of rent begins: January 23, 1986 Date Moving In Jan 23, 1986
FULL NAME: David M. Spitzzenberger Birth Date 4/11/39
Present Address: Route 3, Box 129, Eau Claire, WI 54701 Present Phone 715-878-4067
Present Landlord: - Telephone No. -
Employer: Mr. David Frost (State of Minnesota) Dept Data Processing Telephone
Emergency Reference: Mr. Mrs. Gordon Spitzzenberger Telephone No. 715-878-4067
Address: Route 3, Box 129, Eau Claire, WI 54701
CREDIT REFERENCE: (1) Savings Account (Community State Bank - Eau Claire)
(2) Mr. Mrs. Gordon Spitzzenberger
Auto License No. S132-1736-4131-00 Make: Dodge Dart Year 1971

AGREEMENT:

It is mutually agreed between the owner and tenant as follows:

1. That the rent of \$275⁰⁰ to be paid monthly in advance or promptly on the 1st of each month. RENTS NOT RECEIVED BY THE 5TH OF EACH MONTH ARE SUBJECT TO A LATE CHARGE OF \$10.00 PER MONTH.
2. NO PERSONS other than the individual renting the room shall be permitted to occupy the room. No company allowed in the room.
3. The tenant agrees to give the owner at least 30 days written notice of their intention to vacate the room. It is understood that the 30 days notice must be given on or before the last day of the month so that vacating occurs on or before the last day of the following month.
4. It is hereby mutually agreed that the owner shall have access to the room at all reasonable hours for inspection or for service and repairs; and for the purpose of showing prospective tenants during the last 30 days of outgoing tenants occupancy.
5. Holes are not allowed or permitted in walls or woodwork by nails or other objects for purpose of installing wallhangings.
6. NO PETS ALLOWED IN THE ROOM.
7. ABSOLUTELY NO BICYCLES ALLOWED IN THE ROOM OR IN ANY PART OF THE BUILDING.
8. Absolutely nothing other than toilet paper to be disposed of in the toilet. NO facial tissue, paper towels, or sanitary napkins.
9. ABSOLUTELY NO ~~COOKING~~ OR FRYING is allowed in the room, with the exception of coffee or toast, etc. No radios or T.V. after 10:00 P.M. No washing or drying after 10:00 P.M.
10. Tenant agrees to furnish all bedding, towels etc. Tenant to be responsible for the cleaning of the room and bathroom.

TOTAL SECURITY DEPOSIT DUE \$200⁰⁰.

AMOUNT RECEIVED ON DATE HEREOF \$200⁰⁰.

Balance due on - date - \$ -.

RENT DEPOSIT RECEIVED ON DATE HEREOF \$82⁵⁰.

TENANT HAS READ AND APPROVES OF THE CONDITIONS OF THIS AGREEMENT.

This Agreement signed JAN. 23, 1986.

David Spitzzenberger
Tenant

H. Or Phyllis M. Goserud
Owner-Landlord

RENT OF 275⁰⁰ Mo. PRORATED FROM JAN. 23, 1986 THRU
JAN. 31, 1986 AT \$82⁵⁰.

LEASE AGREEMENT:

The tenant agrees to rent the above described unit for the term of SIX months
commencing FEB. 1, 1986 at a rental of \$275⁰⁰ per month and
abide by all the terms and conditions as above set forth.

D.S.

H. Or

Mike is
still Living
at 860 N.
Albert - Rm 1
He moved there
in April 2001

Tenant in Rm 1 -
860 - Takes care
of all our
mechanical
Problems (Furnaces
water heaters, air
condi etc -)
He works for
Snelling Co.

Howard R. & Phyllis M Goserud
3530 Cohansoy Circle
Shoreview MN 55126-3905

651 -
TELEPHONE: 484-3843

APPLICATION AND AGREEMENT TO RENT - Efficiency

APPLICATION:

Location of apt. to be rented: 858-860 N. Albert St. - St. Paul, MN 55104 Apt. No. _____
Payment of rent begins: APRIL 1, 2001 Date Moving In: APRIL 1, 2001
FULL NAME: Michael Devaney Date of Birth: 2-16-66
Present Address: 152 Ashland Av. How Long: 3-99- to Present
Previous Address: 6001 Geneva Av. Oakdale How Long: 4-95- 3-99
Present Landlord: Eldon Johnson Phone No. 646-7381 Phone No. 647-1823
Employer: Snelling Company Phone: 646-7815 Monthly Salary: 2500 How Long: 9
Emergency Ref: David Cruit Address: 1682 Marquette Phone: 721-1681
Credit Reference: (1) Liberty State Bank (2) 646-8681
Drivers License No.: D-150-603-429-123 Social Security No. 477-926850
Auto. License No. AWE 079 Make: Ford Escort Year: 86
Have you ever been arrested for anything other than a traffic violation? Yes No

AGREEMENT:

It is mutually agreed between the owner and tenant as follows:

1. That the rent of \$ 450.00 to be paid monthly in advance or promptly on the 1st of each month. RENTS NOT RECEIVED BY THE 3rd OF EACH MONTH ARE SUBJECT TO A LATE CHARGE OF \$20.00 PER MONTH.
2. NO PERSONS other than the individual renting the room shall be permitted to occupy the room. No company allowed in the room.
3. The tenant agrees to give the owner at least 30 days written notice of their intention to vacate the room. It is understood that the 30 days notice must be given on or before the last day of the month so that vacating occurs on or before the last day of the following month.
4. It is hereby mutually agreed that the owner shall have access to the room at all reasonable hours for inspection or for service and repairs; and for the purpose of showing prospective tenants during the last 30 days of outgoing tenants occupancy.
5. Holes are not allowed or permitted in walls or woodwork by nails or other objects for purpose of installing wallhangings.
6. NO PETS ALLOWED IN THE ROOM.
7. ABSOLUTELY NO BICYCLES ALLOWED IN THE ROOM OR IN ANY PART OF THE BUILDING.
8. Absolutely nothing other than toilet paper to be disposed of in the toilet. NO facial tissue, paper towels, or sanitary napkins.
9. MICROWAVE COOKING ONLY is allowed in the room, with the exception of coffee or toast, etc. ABSOLUTELY NO FRYING IS ALLOWED! No radios or T.V. after 10:00 PM. No washing or drying after 10:00 PM. Elec Heaters are Not allowed. There will be a 20.00 fee per mo. if you leave on.
10. Tenant agrees to furnish all bedding, towels etc. Tenant to be responsible for the cleaning of the room and bathroom.
11. No moving or re-arranging of any existing furnishings or wallhangings; or moving in any additional of same will be allowed without special permission from owners.
12. Tenant agrees to vacate the room no later than 12:00 noon on last day of tenancy.
13. ABSOLUTELY NO SMOKING IN RENTAL UNIT OR ON THE PREMISES.

TOTAL SECURITY DEPOSIT DUE \$ 450.00

AMOUNT RECEIVED ON DATE HEREOF \$ 450.00

Balance due on _____ date \$ _____

RENT DEPOSIT RECEIVED ON DATE HEREOF \$ _____

TENANT HAS READ AND APPROVES OF THE CONDITIONS OF THIS AGREEMENT.

This Agreement signed MARCH 24, 2001

Mike Devaney
Tenant

H. Goserud
Owner-Landlord

Rent of \$ 450.00 per month pro-rated from ____/____/____ thru ____/____/____ at \$ ____.

LEASE AGREEMENT:

The tenant agrees to rent the above described unit for the term of SIX months commencing APRIL 1, 2001 at a rental of \$ 450.00 per month and abide by all the terms and conditions as above set forth.

It is understood that any violation of the above rules on the part of the tenant allows the owner the option of terminating this Lease.

Mike Devaney
Tenant

H. Goserud
Owner-Landlord

Glen Smith

Past tenant
who worked for
Northwest Airlines

Room 2-858
Rented from

1991 - 2005

OR WILLIS M. GOSERUD
1447 W. Eldridge Ave.
Roseville, Minn. 55113

TELEPHONE: 631-1220

APPLICATION AND AGREEMENT TO RENT

APPLICATION:

Location of room to be rented: 858-~~800~~ No. Albert-St. Paul, Minn. 55104 Room No. B
Payment of rent begins: FEB. 27, 1991 Date Moving In FEB. 27, 1991
FULL NAME: Glen Smith Birth Date May 23, 1933
Present Address: 14164 Rutgers St. NE (Lake) Present Phone 496-3158
Present Landlord: Jan Holgersen Telephone No. 496-3158
Employer: Northwest Airlines Dept. Maintenance Telephone 726-763
Emergency Reference: Ron Hansen Myrna Smith Telephone No. 726-7633
Address: Northwest Airlines 6489 Carl Dr. West Jordan Utah 84084
CREDIT REFERENCE: (1) Sears (701) 967-7032
(2) J.C. Penney
Auto License No. (Utah) 13167502 Make: Toyota Year 1976
Driver's License No. 421 ENW Social Security No. 529-40-1826

AGREEMENT:

It is mutually agreed between the owner and tenant as follows:

1. That the rent of \$ 280.00 to be paid monthly in advance or promptly on the 1st of each month. RENTS NOT RECEIVED BY THE 3rd OF EACH MONTH ARE SUBJECT TO A LATE CHARGE OF \$20.00 PER MONTH.
2. NO PERSONS other than the individual renting the room shall be permitted to occupy the room. No company allowed in the room.
3. The tenant agrees to give the owner at least 30 days written notice of their intention to vacate the room. It is understood that the 30 days notice must be given on or before the last day of the month so that vacating occurs on or before the last day of the following month.
4. It is hereby mutually agreed that the owner shall have access to the room at all reasonable hours for inspection or for service and repairs; and for the purpose of showing prospective tenants during the last 30 days of outgoing tenants occupancy.
5. Holes are not allowed or permitted in walls or woodwork by nails or other objects for purpose of installing wallhangings.
6. NO PETS ALLOWED IN THE ROOM.
7. ABSOLUTELY NO BICYCLES ALLOWED IN THE ROOM OR IN ANY PART OF THE BUILDING.
8. Absolutely nothing other than toilet paper to be disposed of in the toilet. NO facial tissue, paper towels, or sanitary napkins.
9. MICROWAVE COOKING ONLY is allowed in the room, with the exception of coffee or toast, etc. ABSOLUTELY NO FRYING IS ALLOWED! No radios or T.V. after 10:00 PM. No washing or drying after 10:00 PM.
10. Tenant agrees to furnish all bedding, towels etc. Tenant to be responsible for the cleaning of the room and bathroom.
11. No moving or re-arranging of any existing furnishings or wallhangings; or moving in any additional of same will be allowed without special permission from owners.
12. Tenant agrees to vacate the room no later than 12:00 noon on last day of tenancy.
13. No Smoking in the Rental Unit or on the premises.

TOTAL SECURITY DEPOSIT DUE \$ 200.00

AMOUNT RECEIVED ON DATE HEREOF \$ 200.00

Balance due on _____ date \$ _____

RENT DEPOSIT RECEIVED ON DATE HEREOF \$ 249.00 - BAL OF FEB. '91 RENT PLUS MAR. '91 RENT.

TENANT HAS READ AND APPROVES OF THE CONDITIONS OF THIS AGREEMENT.

This Agreement signed FEB. 27, 1991

Tenant

Owner-Landlord

RENT OF \$280.00 PER MO. PRORATED FROM 2/25/91 @ \$19.00

LEASE AGREEMENT:

The tenant agrees to rent the above described unit for the term of Four (4) months commencing MARCH 1, 1991 at a rental of \$ FOUR (4) per month and abide by all the terms and conditions as above set forth.

It is understood that any violation of the above rules on the part of the tenant allows the owner the option of terminating this Lease.

Tenant

Owner-Landlord

Rest of
these
applications
are past ³
tenants!

H. OR PHYLLIS M. GOSERUD
1447 W. Eldridge Ave.
Roseville, Minn. 55113

TELEPHONE: 631-1220

APPLICATION AND AGREEMENT TO RENT - Efficiency

APPLICATION:

Location of room to be rented: ~~808~~ 860 No. Albert-St. Paul, Minn. 55104 Room No. 1
Payment of rent begins: AUGUST 1, 1983 Date Moving In AUG. 1, 1983
FULL NAME: JERRY DALTON Birth Date 6/20/44
Present Address: _____ Present Phone _____
Present Landlord: _____ Telephone No. _____
Employer: HARRIS MECHANICAL Dept _____ Telephone 646-2911
Emergency Reference: SHARON DALTON Telephone No. 1-507-285-0343
Address: 1440 - 3RD AVE. N.E. ROCHESTER, MN.
CREDIT REFERENCE: (1) IBM CREDIT UNION
(2) _____
Auto License No. _____ Make: OLDS Year 1981

AGREEMENT:

It is mutually agreed between the owner and tenant as follows:

1. That the rent of \$ 210⁰⁰ to be paid monthly in advance or promptly on the 1st of each month. RENTS NOT RECEIVED BY THE 5TH OF EACH MONTH ARE SUBJECT TO A LATE CHARGE OF \$10.00 PER MONTH.
2. NO PERSONS other than the individual renting the room shall be permitted to occupy the room. No company allowed in the room.
3. The tenant agrees to give the owner at least 30 days written notice of their intention to vacate the room. It is understood that the 30 days notice must be given on or before the last day of the month so that vacating occurs on or before the last day of the following month.
4. It is hereby mutually agreed that the owner shall have access to the room at all reasonable hours for inspection or for service and repairs; and for the purpose of showing prospective tenants during the last 30 days of outgoing tenants occupancy.
5. Holes are not allowed or permitted in walls or woodwork by nails or other objects for purpose of installing wallhangings.
6. NO PETS ALLOWED IN THE ROOM.
7. ABSOLUTELY NO BICYCLES ALLOWED IN THE ROOM OR IN ANY PART OF THE BUILDING.
8. Absolutely nothing other than toilet paper to be disposed of in the toilet. NO facial tissue, paper towels, or sanitary napkins.
9. ABSOLUTELY NO COOKING OR FRYING is allowed in the room, with the exception of coffee or toast, etc. No radios or T.V. after 10:00 P.M. No washing or drying after 10:00 P.M.
10. Tenant agrees to furnish all bedding, towels etc. Tenant to be responsible for the cleaning of the room and bathroom.

TOTAL SECURITY DEPOSIT DUE \$ 100⁰⁰.

AMOUNT RECEIVED ON DATE HEREOF \$ 100⁰⁰.

Balance due on _____ date \$ —.

RENT DEPOSIT RECEIVED ON DATE HEREOF \$ 210⁰⁰.

TENANT HAS READ AND APPROVES OF THE CONDITIONS OF THIS AGREEMENT.

This Agreement signed July 28, 1983.

Tenant

Owner/Landlord

LEASE AGREEMENT:

The tenant agrees to rent the above described unit for the term of FOUR months commencing AUGUST 1, 1983 at a rental of \$ 210⁰⁰ per month and abide by all the terms and conditions as above set forth.

H. OR PHYLLIS M. GOSERUD
1447 W. Eldridge Ave.
Roseville, Minn. 55113

TELEPHONE: 631-1220

APPLICATION AND AGREEMENT TO RENT - Efficiency

APPLICATION:

Location of room to be rented: 858-~~000~~ No. Albert-St. Paul, Minn. 55104 Room No. 1
Payment of rent begins: JULY 16, 1988 Date Moving In JULY 16, 1988
FULL NAME: BARRY WHELFLEY Birth Date 1-19-45
Present Address: RT. 1, BOX 71 HUTCHINSON, MINN 55350 Present Phone 587-3075
Present Landlord: _____ Telephone No. _____
Employer: NORTH ATLANTIC TECHNOLOGIES, INC. Dept _____ Telephone _____
Emergency Reference: CELIA WHELFLEY Telephone No. 587-3075
Address: _____ 587-2481 (WORK)
CREDIT REFERENCE: (1) FIRST-STAT FEDERAL SAVINGS & LOAN 587-2000
(2) _____
Auto License No. _____ Make: _____ Year _____

AGREEMENT:

It is mutually agreed between the owner and tenant as follows:

1. That the rent of \$270.00 to be paid monthly in advance or promptly on the 1st of each month. RENTS NOT RECEIVED BY THE 5TH OF EACH MONTH ARE SUBJECT TO A LATE CHARGE OF \$15.00 PER MONTH.
2. NO PERSONS other than the individual renting the room shall be permitted to occupy the room. No company allowed in the room.
3. The tenant agrees to give the owner at least 30 days written notice of their intention to vacate the room. It is understood that the 30 days notice must be given on or before the last day of the month so that vacating occurs on or before the last day of the following month.
4. It is hereby mutually agreed that the owner shall have access to the room at all reasonable hours for inspection or for service and repairs; and for the purpose of showing prospective tenants during the last 30 days of outgoing tenants occupancy.
5. Holes are not allowed or permitted in walls or woodwork by nails or other objects for purpose of installing wallhangings.
6. NO PETS ALLOWED IN THE ROOM.
7. ABSOLUTELY NO BICYCLES ALLOWED IN THE ROOM OR IN ANY PART OF THE BUILDING.
8. Absolutely nothing other than toilet paper to be disposed of in the toilet. NO facial tissue, paper towels, or sanitary napkins.
9. MICROWAVE COOKING ONLY is allowed in the room, with the exception of coffee or toast, etc. ABSOLUTELY NO FRYING IS ALLOWED! No radios or T.V. after 10:00 PM. No washing or drying after 10:00 PM.
10. Tenant agrees to furnish all bedding, towels etc. Tenant to be responsible for the cleaning of the room and bathroom.
11. No moving or re-arranging of any existing furnishings or wallhangings; or moving in any additional of same will be allowed without special permission from owners.
12. Tenant agrees to vacate the room no later than 12:00 noon on last day of tenancy.

TOTAL SECURITY DEPOSIT DUE \$150.00.
AMOUNT RECEIVED ON DATE HEREOF \$150.00.
Balance due on _____ date _____ \$ _____.
RENT DEPOSIT RECEIVED ON DATE HEREOF \$135.00.

TENANT HAS READ AND APPROVES OF THE CONDITIONS OF THIS AGREEMENT.

This Agreement signed July 19 ____.

[Signature] Tenant [Signature] Owner-Landlord
RENT OF \$270.00 PER MO. PRORATED FROM 7/16/88 TO 8/1/88
AT \$135.00.

LEASE AGREEMENT:

The tenant agrees to rent the above described unit for the term of SIX months commencing JULY 1 19 88 at a rental of \$270.00 per month and abide by all the terms and conditions as above set forth.

It is understood that any violation of the above rules on the part of the tenant allows the owner the option of terminating this Lease.

[Signature] Tenant [Signature] Owner-Landlord

1. OR PHYLLIS M. GOSERUD
1447 W. Eldridge Ave.
Roseville, Minn. 55113

TELEPHONE: 631-1220

APPLICATION AND AGREEMENT TO RENT - Efficiency

APPLICATION:

Location of room to be rented: 858-~~848~~ No. Albert-St. Paul, Minn. 55104 Room No. 1
Payment of rent begins: Nov. 10, 1984 Date Moving In Nov. 10, 1984
FULL NAME: Harold Young Birth Date 2/5/57
Present Address: 13235 N. Snelling Ave #202 Present Phone 636-8833
Present Landlord: Dave & Donna J Buolch Telephone No. 871-1111 X308
Employer: Title Insurance Co. of Minnesota Dept Commercial Telephone
Emergency Reference: Donald W. Volung Telephone No.
Address: Rt. 1 Box 35A Palsau, MT 59860
CREDIT REFERENCE: (1) Daytons
(2) Montgomery
Auto License No. _____ Make: Ford Mustang Year 79

AGREEMENT:

It is mutually agreed between the owner and tenant as follows:

1. That the rent of \$ 235⁰⁰ to be paid monthly in advance or promptly on the 1st of each month. RENTS NOT RECEIVED BY THE 5TH OF EACH MONTH ARE SUBJECT TO A LATE CHARGE OF \$10.00 PER MONTH.
2. NO PERSONS other than the individual renting the room shall be permitted to occupy the room. No company allowed in the room.
3. The tenant agrees to give the owner at least 30 days written notice of their intention to vacate the room. It is understood that the 30 days notice must be given on or before the last day of the month so that vacating occurs on or before the last day of the following month.
4. It is hereby mutually agreed that the owner shall have access to the room at all reasonable hours for inspection or for service and repairs; and for the purpose of showing prospective tenants during the last 30 days of outgoing tenants occupancy.
5. Holes are not allowed or permitted in walls or woodwork by nails or other objects for purpose of installing wallhangings.
6. NO PETS ALLOWED IN THE ROOM.
7. ABSOLUTELY NO BICYCLES ALLOWED IN THE ROOM OR IN ANY PART OF THE BUILDING.
8. Absolutely nothing other than toilet paper to be disposed of in the toilet. NO facial tissue, paper towels, or sanitary napkins.
9. ABSOLUTELY NO COOKING OR FRYING is allowed in the room; with the exception of coffee or toast, etc. No radios or T.V. after 10:00 P.M. No washing or drying after 10:00 P.M.
10. Tenant agrees to furnish all bedding, towels etc. Tenant to be responsible for the cleaning of the room and bathroom.

TOTAL SECURITY DEPOSIT DUE \$ 150⁰⁰.

AMOUNT RECEIVED ON DATE HEREOF \$ 150⁰⁰.

Balance due on _____ date \$ _____.

RENT DEPOSIT RECEIVED ON DATE HEREOF \$ 164⁵⁰.

TENANT HAS READ AND APPROVES OF THE CONDITIONS OF THIS AGREEMENT.

This Agreement signed Nov. 10, 1984.

Harold Young
Tenant

Phyllis M. Goserud
Owner-Landlord

RENT OF \$ 235⁰⁰ MO. PAID FROM NOV. 10, 1984 THRU NOV. 30, 1984
AT \$ 164⁵⁰.

EASE AGREEMENT:

The tenant agrees to rent the above described unit for the term of Four months
commencing Nov. 1, 1984 at a rental of \$ 235⁰⁰ per month and
 abide by all the terms and conditions as above set forth.
H. Young

J. OR PHYLLIS M. GOSERUD
447 W. Eldridge Ave.
St. Louis, Minn. 55113

TELEPHONE: 631-1220

APPLICATION AND AGREEMENT TO RENT - Efficiency

APPLICATION:

Location of room to be rented: 850-860 No. Albert-St. Paul, Minn. 55104 Room No. 3
Payment of rent begins: APRIL 11, 1986 to APRIL 15, 1986 Date Moving In 4/11/86 - 4/15/86
FULL NAME: ORE ALEXANDER GELBRICH Birth Date May-8-1965
Present Address: 595 N. Victoria #4 Present Phone 224-3774
Present Landlord: Frank Seidel Telephone No. _____
Employer: Hotel Safitel Dept Accounting Telephone 835-1100
Emergency Reference: 2708 Colorado Ave Telephone No. 835-9225
Address: St. Louis Park MN
CREDIT REFERENCE: (1) Northwest Bank Bloomington
(2) Master Card 5232-0112-6521-0001
Auto License No. _____ Make: Sunbird Year 83

AGREEMENT:

I am mutually agreed between the owner and tenant as follows:
That the rent of \$ 255.00 to be paid monthly in advance or promptly on the 1st of each month. RENTS NOT RECEIVED BY THE 5TH OF EACH MONTH ARE SUBJECT TO A LATE CHARGE OF \$10.00 PER MONTH.
NO PERSONS other than the individual renting the room shall be permitted to occupy the room. No company allowed in the room.
The tenant agrees to give the owner at least 30 days written notice of their intention to vacate the room. It is understood that the 30 days notice must be given on or before the last day of the month so that vacating occurs on or before the last day of the following month.
It is hereby mutually agreed that the owner shall have access to the room at all reasonable hours for inspection or for service and repairs; and for the purpose of showing prospective tenants during the last 30 days of outgoing tenants occupancy.
Holes are not allowed or permitted in walls or woodwork by nails or other objects for purpose of installing wallhangings.
NO PETS ALLOWED IN THE ROOM.
ABSOLUTELY NO BICYCLES ALLOWED IN THE ROOM OR IN ANY PART OF THE BUILDING.
Absolutely nothing other than toilet paper to be disposed of in the toilet. NO facial tissue, paper towels, or sanitary napkins.
ABSOLUTELY NO COOKING OR FRYING is allowed in the room, with the exception of coffee or toast, etc. No radios or T.V. after 10:00 P.M. No washing or drying after 10:00 P.M.
Tenant agrees to furnish all bedding, towels etc. Tenant to be responsible for the cleaning of the room and bathroom.

TOTAL SECURITY DEPOSIT DUE \$ 200.00
AMOUNT RECEIVED ON DATE HEREOF \$ —
Balance due on DATE OF OCCUPANCY \$ _____
RENT DEPOSIT RECEIVED ON DATE HEREOF \$ 300.00

TENANT HAS READ AND APPROVES OF THE CONDITIONS OF THIS AGREEMENT.

This Agreement signed APRIL 6, 1986
Orly Gelbrich Tenant J. Or Phyllis M. Goserud Owner-Landlord
RENT OF \$255.00 MO. TO BE PRORATED FROM DATE RENTAL UNIT BECOMES AVAILABLE (4/11/86 to 4/15/86) UNTIL 5/1/86.

LEASE AGREEMENT:

The tenant agrees to rent the above described unit for the term of SIX months commencing APRIL 1, 1986 at a rental of \$ 255.00 per month and abide by all the terms and conditions as above set forth.

TENANT AGREES TO VACATE THE UNIT NO LATER THAN 12:00 NOON ON THE LAST DAY OF TENANCY.

H. OR PHYLLIS M. GOSERUD
1447 W. Eldridge Ave.
Roseville, Minn. 55113

TELEPHONE: 631-1220

APPLICATION AND AGREEMENT TO RENT - Efficiency

APPLICATION:

Location of room to be rented: 858-860 No. Albert-St. Paul, Minn. 55104 Room No. 3
Payment of rent begins: APRIL 11, 1986 to APRIL 15, 1986 Date Moving In 4/11/86 - 4/15/86
FULL NAME: ORE ALEXANDER GELBRICH Birth Date July - 8 - 1965
Present Address: 595 N. Victoria #4 Present Phone 224-3774
Present Landlord: Frank Seidel Telephone No. _____
Employer: Hotel Saffel Dept Accounting Telephone 835-1100
Emergency Reference: 2798 Colorado Ave Telephone No. ✓ 835-929-5825
Address: St. Louis Park MN
CREDIT REFERENCE: (1) North West Bank Bloomington
(2) Husker Card 5232-0112-6521-0001
Auto License No. _____ Make: Sunbird Year 83

AGREEMENT:

It is mutually agreed between the owner and tenant as follows:

1. That the rent of \$ 255.00 to be paid monthly in advance or promptly on the 1st of each month. RENTS NOT RECEIVED BY THE 5TH OF EACH MONTH ARE SUBJECT TO A LATE CHARGE OF \$10.00 PER MONTH.
2. NO PERSONS other than the individual renting the room shall be permitted to occupy the room. No company allowed in the room.
3. The tenant agrees to give the owner at least 30 days written notice of their intention to vacate the room. It is understood that the 30 days notice must be given on or before the last day of the month so that vacating occurs on or before the last day of the following month.
4. It is hereby mutually agreed that the owner shall have access to the room at all reasonable hours for inspection or for service and repairs; and for the purpose of showing prospective tenants during the last 30 days of outgoing tenants occupancy.
5. Holes are not allowed or permitted in walls or woodwork by nails or other objects for purpose of installing wallhangings.
6. NO PETS ALLOWED IN THE ROOM.
7. ABSOLUTELY NO BICYCLES ALLOWED IN THE ROOM OR IN ANY PART OF THE BUILDING.
8. Absolutely nothing other than toilet paper to be disposed of in the toilet. NO facial tissue, paper towels, or sanitary napkins.
9. ABSOLUTELY NO COOKING OR FRYING is allowed in the room, with the exception of coffee or toast, etc. No radios or T.V. after 10:00 P.M. No washing or drying after 10:00 P.M.
10. Tenant agrees to furnish all bedding, towels etc. Tenant to be responsible for the cleaning of the room and bathroom.

TOTAL SECURITY DEPOSIT DUE \$ 200.00.

AMOUNT RECEIVED ON DATE HEREOF \$ —.

Balance due on DATE OF OCCUPANCY \$ —
date

RENT DEPOSIT RECEIVED ON DATE HEREOF \$ 300.00.

TENANT HAS READ AND APPROVES OF THE CONDITIONS OF THIS AGREEMENT.

This Agreement signed APRIL 6, 1986.

Tenant

Owner-Landlord

RENT OF \$ 255.00 MO. TO BE PRORATED FROM DATE RENTAL UNIT BECOMES AVAILABLE (4/11/86 to 4/15/86) UNTIL 5/1/86.

LEASE AGREEMENT:

The tenant agrees to rent the above described unit for the term of SIX months commencing APRIL 1, 1986 at a rental of \$ 255.00 per month and abide by all the terms and conditions as above set forth.

TENANT AGREES TO VACATE THE UNIT NO LATER THAN 12:00 NOON ON THE LAST DAY OF TENANCY.

APPLICATION AND AGREEMENT TO RENT - Efficiency

APPLICATION:
Location of Unit to be rented: 858 N. Albert St. Paul New Phone No.: 55104
Payment of rent begins: August 1 1997 Date moving in August 1, 1997
FULL NAME: John Anthony Brenner Birth Date: Jan 17 39 Phone No.:
Present Address: 4484 Arden View Ct How Long: 18 mo
Previous Address: 1492 Brenner How Long: 5 years
Present Landlord: None Tele. #: 6350360
Employer: Quebecor Dept. Bindery Mo. Salary: 2000. Tele. #:
Spouses Employer: Main H/S of local Dept. Mo. Salary: Tele. #:
Emergency Reference: Name: Dolly Richardson Telephone No. 6350360
Address: 4484 Arden View Ct City: Arden Hills State: MN Zip:
Credit Reference: (1) Worwest Bank cnty RDE Arden Hills
Have You ever been arrested for anything other than a traffic violation? Yes (No)
Auto License No: Make: 1986 Buick Year: 1986
Drivers License No. 8656 429 067047 Social Security No. 481 40 0820
AGREEMENT:

It is mutually agreed between the owner and tenant as follows:

1. That the rent of \$ 320.00 to be paid monthly in advance or promptly on the 1st of each month. RENTS NOT RECEIVED BY THE 3rd OF EACH MONTH ARE SUBJECT TO A LATE CHARGE OF \$20.00 PER MONTH.
 2. NO PERSONS other than the individual renting the room shall be permitted to occupy the room. No company allowed in the room.
 3. The tenant agrees to give the owner at least 30 days written notice of their intention to vacate the room. It is understood that the 30 days notice must be given on or before the last day of the month so that vacating occurs on or before the last day of the following month.
 4. It is hereby mutually agreed that the owner shall have access to the room at all reasonable hours for inspection or for service and repairs; and for the purpose of showing prospective tenants during the last 30 days of outgoing tenants occupancy.
 5. Holes are not allowed or permitted in walls or woodwork by nails or other objects for purpose of installing wallhangings.
 6. NO PETS ALLOWED IN THE ROOM.
 7. ABSOLUTELY NO BICYCLES ALLOWED IN THE ROOM OR IN ANY PART OF THE BUILDING.
 8. Absolutely nothing other than toilet paper to be disposed of in the toilet. NO facial tissue, paper towels, or sanitary napkins.
- MICROWAVE COOKING ONLY is allowed in the room, with the exception of coffee or toast, etc.
ABSOLUTELY NO FRYING IS ALLOWED! No radios or T.V. after 10:00 PM. No washing or drying after 10:00 PM.
- Tenant agrees to furnish all bedding, towels etc. Tenant to be responsible for the cleaning of the room and bathroom.
- No moving or re-arranging of any existing furnishings or wallhangings; or moving in any additional of same will be allowed without special permission from owners.
- Tenant agrees to vacate the room no later than 12:00 noon on last day of tenancy.
- ABSOLUTELY NO SMOKING IN RENTAL UNIT OR ON THE PREMISES.

TOTAL SECURITY DEPOSIT DUE \$ 250.00
AMOUNT RECEIVED ON DATE HEREOF \$ 250.00
Balance due on _____ \$ 0
date _____
RENT DEPOSIT RECEIVED ON DATE HEREOF \$ 0

Tenant HAS READ AND APPROVES OF THE CONDITIONS OF THIS AGREEMENT.

This Agreement signed July 25 1997.

John A. Brenner
Tenant

Phyllis M. Gosserud
Owner-Landlord

Rent of \$ _____ per month pro-rated from ____/____/____ thru ____/____/____ at \$ _____.

LEASE AGREEMENT:

The tenant agrees to rent the above described unit for the term of 6 months commencing August 1, 1997 at a rental of \$ 320.00 per month and abide by all the terms and conditions as above set forth.

It is understood that any violation of the above rules on the part of the tenant allows the owner the option of terminating this Lease.

John A. Brenner
Tenant

Phyllis M. Gosserud
Owner-Landlord

APPLICATION AND AGREEMENT TO RENT - Efficiency

APPLICATION:

Location of apt. to be rented: 852 N. Albert St. Paul, MN 55104
~~1496 W. Carpenter Ave. Falcon Heights, MN 55113~~ Apt. No. 2
Payment of rent begins: June 1st 1999 Date Moving In: June 1, 1999
FULL NAME: Diamond Baird Date of Birth: 1/18/77
Present Address: 500 Cambridge St. How Long: 4 months Tele. No. _____
Previous Address: 5740 S. Sawyer Ave. How Long: 1 1/2 YEARS
Present Landlord: _____ Phone No. _____
Employer: Twin City Impulse Phone: (651) 917-0085 Dept: management How Long: 2 YRS.
Emergency Ref: William BAUER Address: 2325 W 41st St. Phone: (763) 316-8279
Credit Reference: (1) Joe Grossh (651) 917-0025 BBS (2) _____
Drivers License No.: Blao - 1707-7018 Social Security No. 354-78-0497
Auto. License No. C68 28 Make: Honda Accord LX Year: 90

AGREEMENT: Have you ever been arrested for anything other than a traffic violation? Yes X No

It is mutually agreed between owner and tenant as follows:

1. That the rent of \$ 360.00 to be paid monthly in advance or promptly on the 1st of each month. RENTS NOT RECEIVED BY THE 3rd OF EACH MONTH ARE SUBJECT TO A LATE CHARGE OF \$20.00 PER MONTH.
2. NO PERSONS other than the individual renting the room shall be permitted to occupy the room. No company allowed in the room.
3. The tenant agrees to give the owner at least 30 days written notice of their intention to vacate the room. It is understood that said 30 days notice must be given on or before the last day of the month so that vacating occurs on or before the last day of the following month.
4. ABSOLUTELY NO VEHICLE PARKING or blocking (this applies to you as well as any friend or associates) at the rear of the dwelling or on either side of the alley for the entire block, both east and west of the dwelling. Should there be any violation of this - the tenant hereby authorizes the landlord to deduct from the damage deposit, a \$10.00 charge. Said \$10.00 charge shall apply to each vehicle and each occurrence involved. The ONLY exception to this rule is when the tenant is moving in or out of the room.
5. It is hereby mutually agreed that the owner shall have access to the room at all reasonable hours for inspection or for service and repairs; and for the purpose of showing prospective tenants during the last 30 days of outgoing tenants occupancy.
6. Holes are not allowed or permitted in walls or woodwork by nails or other objects for purpose of installing wallhangings.
7. NO PETS ALLOWED IN THE ROOM. - No bicycles allowed in rental unit or building
8. Absolutely nothing other than toilet paper to be disposed of in toilet. NO facial tissue paper towels or sanitary napkins.
9. MICROWAVE COOKING ONLY is allowed in the room, with the exception of coffee or toast, etc. ABSOLUTELY NO FRYING IS ALLOWED! No radios or T.V. after 10:00 PM. No washing or drying after 10:00 PM.
10. Tenant agrees to furnish all bedding, towels etc. Tenant to be responsible for the cleaning of the room and bathroom.
11. No moving or re-arranging of any existing furnishings or wallhangings; or moving in any additional of same will be allowed without special permission from owners.
12. Tenant agrees to vacate the room no later than 12:00 noon on last day of tenancy.
13. ABSOLUTELY NO SMOKING IN RENTAL UNIT OR ON THE PREMISES.

TOTAL SECURITY DEPOSIT DUE \$ 300.00

AMOUNT RECEIVED ON DATE HEREOF \$ —

Balance due on 6/1/99 date \$ 300.00

RENT DEPOSIT RECEIVED ON DATE HEREOF \$ 75.00

Novel 12/11/99

Rec'd 150.00 6/1/99
150.00 6/4/99

Rec'd 285.00 - 5/26/99
But Same Rent

TENANT HAS READ AND APPROVES OF THE CONDITIONS OF THIS AGREEMENT.

This Agreement signed MAY 22, 1999.

Diamond Baird
tenant

H. Goserud
Owner/Landlord

rent of \$ _____ per month prorated from _____ / _____ / _____ thru _____ / _____ / _____ at \$ _____.

EASE AGREEMENT:

The tenant agrees to rent the above described unit for the term of SIX months commencing JUNE 1, 1999 at a rental of \$ 360.00 per month and abide by all the terms and conditions as above set forth.

It is understood that any violation of the above rules on the part of the tenant allows the owner the option of terminating this Lease.

Diamond Baird
tenant

H. Goserud

Howard R & Phyllis M Goserud
3530 Cohansy Circle
Shoreview MN 55126-3905

651 -
TELEPHONE: 484-3843

APPLICATION AND AGREEMENT TO RENT - Efficiency

APPLICATION:

Location of apt. to be rented: 858 N. ALBERT St. - St. Paul, MN 55104 Apt. No. 1C ^{FLOOR}
Payment of rent begins: AUGUST 20, 2001 Date Moving In: AUG 20, 2001
FULL NAME: Roberto Bustamante Date of Birth: 1-16-59
Present Address: 762 Robert St South #3 How Long: 8 months
Previous Address: 2144 University #9 How Long: 651 231-0003 Diane
Present Landlord: Hereshell Jackson Phone No. 651 552-2100
Employer: Castro's Collision Phone: 651-291-2965 Monthly Salary: \$4000 How Long: 1 year
Emergency Ref: Tony Castro Address: 786 So. Robert St Phone 291-2965
Credit Reference: (1) Hereshell Jackson 651 552-2100 (2) 651 231-0003 Diane
Drivers License No.: B-235-744-002-045 Social Security No.: 453-27-9927
Auto. License No. ATV 281 Make: Ford Van Year: 91
Have you ever been arrested for anything other than a traffic violation? yes No

AGREEMENT:

It is mutually agreed between the owner and tenant as follows:

- That the rent of \$ 465.00 to be paid monthly in advance or promptly on the 1st of each month. RENTS NOT RECEIVED BY THE 3rd OF EACH MONTH ARE SUBJECT TO A LATE CHARGE OF \$20.00 PER MONTH.
- NO PERSONS other than the individual renting the room shall be permitted to occupy the room. No company allowed in the room.
- The tenant agrees to give the owner at least 30 days written notice of their intention to vacate the room. It is understood that the 30 days notice must be given on or before the last day of the month so that vacating occurs on or before the last day of the following month.
- It is hereby mutually agreed that the owner shall have access to the room at all reasonable hours for inspection or for service and repairs; and for the purpose of showing prospective tenants during the last 30 days of outgoing tenants occupancy.
- Holes are not allowed or permitted in walls or woodwork by nails or other objects for purpose of installing wallhangings.
- NO PETS ALLOWED IN THE ROOM.
- ABSOLUTELY NO BICYCLES ALLOWED IN THE ROOM OR IN ANY PART OF THE BUILDING.
- Absolutely nothing other than toilet paper to be disposed of in the toilet. NO facial tissue, paper towels, or sanitary napkins.
- MICROWAVE COOKING ONLY is allowed in the room, with the exception of coffee or toast, etc. ABSOLUTELY NO FRYING IS ALLOWED! No radios or T.V. after 10:00 PM. No washing or drying after 10:00 PM. Elec. Heaters are Not allowed. There will be a 20.00 fee ea. mo. if you have one.
- Tenant agrees to furnish all bedding, towels etc. Tenant to be responsible for the cleaning of the room and bathroom.
- No moving or re-arranging of any existing furnishings or wallhangings; or moving in any additional of same will be allowed without special permission from owners.
- Tenant agrees to vacate the room no later than 12:00 noon on last day of tenancy.
- ABSOLUTELY NO SMOKING IN RENTAL UNIT OR ON THE PREMISES.

TOTAL SECURITY DEPOSIT DUE \$450.00
AMOUNT RECEIVED ON DATE HEREOF \$450.00 - CASH 1/1/01
Balance due on _____ date _____ \$ _____
RENT DEPOSIT RECEIVED ON DATE HEREOF \$186.00 ch. # 1012 1/1/01

TENANT HAS READ AND APPROVES OF THE CONDITIONS OF THIS AGREEMENT.

This Agreement signed 8/19 2001.

Roberto Bustamante
Tenant

Howard R Goserud
Owner-Landlord

Rent of \$ 465.00 per month pro-rated from 8/20/01 thru 8/31/01 at \$ 186.00.

LEASE AGREEMENT:

The tenant agrees to rent the above described unit for the term of SIX months commencing SEPT. 1, 2001 at a rental of \$ 465.00 per month and abide by all the terms and conditions as above set forth.

It is understood that any violation of the above rules on the part of the tenant allows the owner the option of terminating this Lease.

Roberto Bustamante
Tenant

Howard R Goserud
Owner-Landlord

I retired
from my
job as a
Receptionist/
Accts Payable
in 1987 +
Started Keeping
records at
that time! Phyllis

List of ALL
tenants that
have Lived at
858 + 860 N.
Albert (by unit)
from 1988 to the
Present time!!

We can provide
an application
to back up each
& everyone of
these tenants
going back to 1983

858 No. Albert Upstairs = 2 BR Apt

Name	Moved In	Rent	Moved Out	Rent Vacating	Phone
Peter & Donna Scheffert	6/8/88	465 ⁰⁰	11/25/89	4465 ⁰⁰	646-0554
Arven Hanson	12/1/89	475 ⁰⁰	7/31/92	475 ⁰⁰	642-9934
Joel Anderson	11/1/90	445 ⁰⁰	?		
Jodie Ketchum	8/1/92	535 ⁰⁰	6/20/93	535 ⁰⁰	642-3502
Sally Anne Janner	7/24/93	515 ⁰⁰	5/31/93	642-0998	
Howard Morris	8/15/95	525 ⁰⁰	3/4/96	575 ⁰⁰	
Corina Nelson	6/15/99	625 ⁰⁰	5/31/00	625 ⁰⁰	
Aneq Harro	6/1/00	675 ⁰⁰	5/31/01	675 ⁰⁰	
Kristin Theissen	6/1/01	750 ⁰⁰	5/31/02	750 ⁰⁰	
Sam & Rick Cheath	6/1/02	775 ⁰⁰	7/31/04	815 ⁰⁰	
Brook Carl	8/1/04	795 ⁰⁰	9/30/05	815 ⁰⁰	
Charles & Brenda Curry	10/1/05	825 ⁰⁰	Evicted		
Erica Story	12/1/05	705 ⁰⁰	4/30/06	705 ⁰⁰	
Alan Palazzolo	5/1/06	495 ⁰⁰	only there for 1 month	Evicted	
Kem Moran	8/1/06	795 ⁰⁰	5/24/08	795 ⁰⁰	
Tyler & Ivonne Drunphy	10/1/08	825 ⁰⁰	5/31/09	825 ⁰⁰	
Steven & Jennifer Bortner	6/15/09	795 ⁰⁰			
Wesley & Lyle					
Madys Jensen					

858 No. Albert Down Room #1-S.

Name	Moved In	Rent	Moved Out	Rent Vacating	Phone
Barry Wheelpley	7/16/88	270 ⁰⁰	4/15/90	270 ⁰⁰	649-1691
Edward Dudge	5/1/90	280 ⁰⁰	11/30/91	290 ⁰⁰	659-7754
Dennis Schmitt	12/6/91	285 ⁰⁰	12/12/91	285 ⁰⁰	
Randy Irish	12/14/91	290 ⁰⁰	12/31/91	290 ⁰⁰	
Michael Dougherty	1/13/92	285 ⁰⁰	7/24/92	285 ⁰⁰	
Jon Kjellstad	7/24/92	290 ⁰⁰	5/31/94	295 ⁰⁰	644-4211
Richard Smith	6/23/94	305 ⁰⁰	7/31/97	305 ⁰⁰	
John Brunner	8/1/97	330 ⁰⁰	5/31/98	320 ⁰⁰	
Ron Larabee	6/1/98	350 ⁰⁰	11/30/98	350 ⁰⁰	
Mitchel Kang	12/1/98	350 ⁰⁰	6/1/99	350 ⁰⁰	
Diamond Buier	6/1/99	360 ⁰⁰	12/11/99	360 ⁰⁰	
Scott Powers	12/13/99	370 ⁰⁰	5/31/00	370 ⁰⁰	
Scott Richards	6/1/00	400 ⁰⁰	11/18/00	400 ⁰⁰	
Xiao Qu	11/28/00	425 ⁰⁰	9/9/01	450 ⁰⁰	
Kem Moran	9/17/01	450 ⁰⁰	11/31/03	450 ⁰⁰	
Craig Barry	4/11/03	475 ⁰⁰	4/16/03	only there 6 days	
John Hanley	4/18/03	475 ⁰⁰	11/30/03	475 ⁰⁰	
Jeff Claude	12/6/03	475 ⁰⁰	5/31/04	475 ⁰⁰	
Todd Lohre	6/15/04	495 ⁰⁰	7/13/04	495 ⁰⁰	
Kem Moran	8/1/04	495 ⁰⁰	9/30/05	495 ⁰⁰	
Shawn O'Donnell	10/1/05	495 ⁰⁰	Evicted		
Justin Frank	12/1/05	495 ⁰⁰	5/22/06	495 ⁰⁰	
Kem Moran	6/1/06	495 ⁰⁰	1/22/08	495 ⁰⁰	
Mark Harpstad	2/1/08	495 ⁰⁰	6/22/08	495 ⁰⁰	
Robert Quist	7/3/08	495 ⁰⁰			

858 N. Albert

Down Room # 2-S.

Name	Date Moving	Rent	Rept. Vacating	Phone
Mike Coleman	10-1-87	255 ⁰⁰	265 ⁰⁰	646-4922
Troy Kristofferson	11/30/89	280 ⁰⁰	290 ⁰⁰	659-0547
Dale Haynes	11/26/90	280 ⁰⁰	280 ⁰⁰	—
Glen Smith	2/27/91	280 ⁰⁰	495 ⁰⁰	646-7706
Cheryl Tillman	10/20/05 May 165 Dec 65 195 11/01/05 195 11/01/05 450	280 ⁰⁰ 280 ⁰⁰ 280 ⁰⁰ 280 ⁰⁰	450 ⁰⁰ 450 ⁰⁰ 450 ⁰⁰ 450 ⁰⁰	
Kem Moran	3/12/08	495 ⁰⁰	495 ⁰⁰	
Trent Nelson	11/14/08	495 ⁰⁰	495 ⁰⁰	

858 No. Albert

Down Room # 3-S.

Name	Moved In	Rent	Date Moved	Rept. Vacating	Phone
Kenneth Bracken	4-1-88	255 ⁰⁰	9-30-88	265 ⁰⁰	647-975
Eugene Sherlock	10-1-88	265 ⁰⁰	10-28-88	265 ⁰⁰	436-8090 644-644
Richard Acker	11-14-88	265 ⁰⁰	6/30/91	290 ⁰⁰	659-913
Mike Nash	8/31/91	280 ⁰⁰	10/31/93	280 ⁰⁰	641-049
Dennis Kunk	11/8/93	285 ⁰⁰	1/31/94	285 ⁰⁰	—
William Nelson	2/1/94	290 ⁰⁰	10/31/94	290 ⁰⁰	—
Helvin Matlock	11/28/94	295 ⁰⁰	2/29/96	295 ⁰⁰	—
Brett Kramer	3/1/96	295 ⁰⁰	6/30/96	295 ⁰⁰	—
Shellen Semmler	7/6/96	295 ⁰⁰	9/6/96	295 ⁰⁰	—
Pete Thueson	9/12/96	295 ⁰⁰	10/31/96	295 ⁰⁰	—
Stephen Ogris	1/13/97	295 ⁰⁰	8/1/99	350 ⁰⁰	—
Nichael Erickson	8/2/99	360 ⁰⁰	8/15/01	425 ⁰⁰	—
Roberta Bustamante	8/22/01	465 ⁰⁰	9/1/01	465 ⁰⁰	—
Ken Becker	9/17/01	100 ⁰⁰ dep.	Never moved in	Never moved in	5000
Jack Barnes	9/20/01	450 ⁰⁰	4/30/06	525 ⁰⁰	—
Timothy Carrier	7/20/06	495 ⁰⁰	8/14/06	495 ⁰⁰	—
John Bickford	8/15/06	495 ⁰⁰	1/31/08	495 ⁰⁰	—
Becky Blanchard	2/1/08	495 ⁰⁰	Never moved in	Never moved in	—
Shawn York	3/25/08	495 ⁰⁰	6/14/08	495 ⁰⁰	—
Tim Kuchel	6/18/08	495 ⁰⁰	6/18/08	495 ⁰⁰	—
Joe O'Brien	2/11/09	495 ⁰⁰	2/11/09	495 ⁰⁰	—

2000 Poles removed
2/14/09 = moved into room 860

860 No. Hildert
upstairs = 2 BR Apt.

Name	Moving IN	Rent	Moved OUT	Rent Vacating	Phone
Ron Taylor	3-1-88	440 ⁰⁰	9/21/88	440 ⁰⁰	645-534
Anthony Kuchin & Nora	9-28-88	465 ⁰⁰	5/31/90	465 ⁰⁰	644-4783
Goda Haxpeter Barb Wittman	6/1/90	495 ⁰⁰	5/1/91	495 ⁰⁰	649-0414
Howard Gosenud	5/28/91	—	7/15/91	—	644-0977
Andrew Hottes	7/15/91	515 ⁰⁰	11/1/95	515 ⁰⁰	642-106
Peter Copeland	3/1/96	545 ⁰⁰	5/31/97	545 ⁰⁰	—
Jeff Dayton	6/7/97	565 ⁰⁰	4/30/98	565 ⁰⁰	—
Brenda Johnson	6/1/98	595 ⁰⁰	5/11/99	595 ⁰⁰	—
Christopher Maloney	5/23/99	675 ⁰⁰	Enacted 6/30/99	—	—
Jennifer Smith	6/13/99	625 ⁰⁰	12/5/99	625 ⁰⁰	—
Penny Etal	12/15/99	675 ⁰⁰	4/30/03	795 ⁰⁰	—
Ralph Krammeyer	7/18/03	795 ⁰⁰	May 31/05	815 ⁰⁰	—
John Schallmeyer	6/1/05	825 ⁰⁰	May 31/07	825 ⁰⁰	—
Bradley Dulas Bridget Schneider Blair Courville Sena Ward	6/1/07	825 ⁰⁰	5/31/09	825 ⁰⁰	—
Leah Durland Sara Harris	7/1/09	795 ⁰⁰	—	—	—
Eric & Tera Hudson	—	—	—	—	—

860 No. Albert
Down Room #1 - N.

Name	Moving IN	Rent	Moved OUT	Rent Vacating	Phone
James Everson	11-86	255 ⁰⁰	8/19/94	285 ⁰⁰	641-095
Rick Severns	9/3/94	500 ⁰⁰	9/30/94	—	—
Stanford Pfeil	10/1/94	315 ⁰⁰	6/30/95	315 ⁰⁰	—
Robert Burkhardt	7/24/95	310 ⁰⁰	6/30/97	310 ⁰⁰	—
Ed Bray	7/19/97	320 ⁰⁰	4/1/00	370 ⁰⁰	—
Doug Bryan	4/19/00	390 ⁰⁰	12/31/00	495 ⁰⁰	—
Patrick Courtney	1/7/01	500 ⁰⁰	3/31/01	500 ⁰⁰	—
Michael Devaney	4/1/01	450 ⁰⁰	—	—	—

860 No. Albert

Down Room #2-N.

Name	Rate Paying	Rent	Date Moved Out	Rent Vacating	Phone
Robert Murphy	5-1-88	265 ⁰⁰	10-1-88 Transferred	265 ⁰⁰	644-124
David Phillips	10-14-88	265 ⁰⁰	4-1-89	265 ⁰⁰	—
James Schnurpel	4-10-89	265 ⁰⁰	3/31/90	265 ⁰⁰	642-9051
Brad Dionisopoulos	4/23/90	280 ⁰⁰	5/14/90	280 ⁰⁰	—
Stephen Lee	5/22/90	280 ⁰⁰	9/30/90	280 ⁰⁰	646-3401
Bruce Severin	10/1/90	280 ⁰⁰	2/28/93	280 ⁰⁰	—
LeRoy Kleman	3/27/93	285 ⁰⁰	10/31/94	280 ⁰⁰	—
Michael Edmundson	11/1/94	305 ⁰⁰	11/23/94	280 ⁰⁰	645-950
Thomas Jakob	12/17/94	295 ⁰⁰	7/18/95	295 ⁰⁰	—
Ben Hanson	7/18/95	350 ⁰⁰	9/12/95	350 ⁰⁰	—
John Nelson	9/22/95	295 ⁰⁰	11/95	295 ⁰⁰	—
Michael Dowdell	12/12/95	295 ⁰⁰	4/30/96	295 ⁰⁰	—
Ray Nelson	5/1/96	295 ⁰⁰	8/1/96	295 ⁰⁰	—
Bruce Stafford	8/19/96	295 ⁰⁰	3/31/97	295 ⁰⁰	—
Lloyd Himes	4/18/97	295 ⁰⁰	4/30/97	295 ⁰⁰	—
Larry Vogt	5/1/97	295 ⁰⁰	4/30/98	315 ⁰⁰	—
Robert Zeisler	5/1/98	350 ⁰⁰	10/28/00	395 ⁰⁰	—
Rich Smith	10/29/00	395 ⁰⁰	2/21/05	495 ⁰⁰	—
Robert Jacobson	3/1/05	495 ⁰⁰	8/28/05	495 ⁰⁰	—
Kriss Anderson	10/1/05	495 ⁰⁰	8/31/06	495 ⁰⁰	—
Michael Oakley	9/1/06	495 ⁰⁰	1/14/06	495 ⁰⁰	—
Timothy Reinke	1/15/07	495 ⁰⁰	3/30/07	495 ⁰⁰	—
Timothy Kiesel	4/1/07	495 ⁰⁰	7/31/07	515 ⁰⁰	—
Bory Richmond	8/1/07	495 ⁰⁰	5/17/07	(went back to Oregon)	—
David Zach	8/21-9/4	495 ⁰⁰	Only Reported 12 day during tax	—	—
Cadi Kivimägi	9/4/07	495 ⁰⁰	12/31/07	495 ⁰⁰	—
Joseph O'Brien	1/5/08	495 ⁰⁰	2/2/08	Moved into Rm 3 SEA	—

860 No. Albert
Down Room #3-N.

Name	Rate Paying	Rent	Date Moved Out	Rent Vacating	Phone
David Spitzenberger	1-23-86	275 ⁰⁰	—	—	642-100

Certification of Rent
Paid

Copies like these
given to State
+ past tenants
showing amt of
rent pd. + number
of units in
858-860 Albert

Form
CRP

Minnesota
1991 Certificate of Rent Paid (CRP)

Fill out and give to renters by January 31, 1992.

Renter's name and address of the unit rented

Edward Ludke
858 No. Albert St - #1 DOWN
St. Paul, MN 55104

Owner's or managing agent's name and address (including zip code)

Howard R. Goswami
3530 Cohamsey Cir.
Shoreview, MN 55126

Property ID number (from property tax statement)

27-29-23-31-0020-5

Number of units on this property

8

Rented from: month day 1 - 1 - 1991 to: month day 11 - 30 - 1991

Number of adults paying rent on unit
(count married couple as 1): 1

If rental unit is a nursing home or health care facility, fill
in the amount paid for renter by welfare or Medicaid

- 1 Rent paid to you by this individual renter or married couple for 1991
(Do not include amounts paid by a government agency) 1 3120.00
- 2 Fill in the percentage from line 4 of Form LRP. (Read
instructions.) (If a government housing agency pays you part of
rent for this unit, check box ☐ and fill in 20%) 2 11260 %
- 3 Multiply line 1 by line 2 3 393.12

I declare that this certificate is correct and complete to the best of my knowledge and belief.

Owner's or agent's signature

Date

Business phone

Phyllis M. Goswami

1/22/92

(612) 484-3843

Stock no. 1000850

Renters: Attach this form to your property tax refund form (M-1PR)

Form
CRP

1989 Certificate of Rent Paid (CRP)

Fill out and give to renters before February 1, 1990.

Renter's name and address of the unit rented

Richard Acker
858 N. Albert - Rm 3 DOWN
St. Paul, MN 55104

Owner's name and address (including zip code)

H. Goswami
1447 W. Eldridge
Roseville, MN 55113

Property ID number (from property tax statement)

27-29-23-31-0020-5

Number of units on this property

8

Rented from: month day 1 - 1 - 1989 to: month day 12 - 31 - 1989

Number of adults paying rent on unit
(count married couple as 1): 1

If rental unit is a nursing home or health care facility, fill
in the amount paid for renter by welfare or Medicaid

- 1 Rent paid to you by this individual renter or married couple for 1989
(Do not include amounts paid by a government agency) 1 3360.00
- 2 Percentage of total rent that is for property tax. (If a government housing
agency pays you part of rent for this unit, check box ☐ and fill in 20%) 2 1445 %
- 3 Multiply line 1 by line 2 3 485.52

I declare that this certificate is correct and complete to the best of my knowledge and belief.

Owner's or agent's signature

Date

Business phone

Phyllis Goswami

1/11/90

612-631-1220

1995 Certificate of Rent Paid

CRP

Renters: You'll need this Form CRP if you apply for a property tax refund. Get Form M-1PR to determine if you qualify for a refund.

Renter's name and address of the unit rented

Glen Smith
858 N. Albert - Down Rm 2
St Paul, MN 55104

Owner's or managing agent's name and address (including zip code)

Howard R. Goswami
3530 Cohamsey Cir
Shoreview, MN 55126

Property ID number or parcel number

27-29-23-31-0020-5

County

Ramsey

Number of units on this property

8

Rented

month

day

month

day

from:

1-1-1995 to: 12-31-1995

Number of adults living in unit

(count married couple as 1):

1

If rental unit is a nursing home or health care facility,
fill in amount paid for renter by welfare or Medicaid

- 1 Rent paid to you by this individual renter or married couple for 1995
(Do not include subsidized amounts paid by a government housing agency) 1 3360.00
- 2 Fill in the percentage from line 4 of Form LRP (see instructions)
(If a government housing agency pays you part of the rent for this
unit, check box ☐ and fill in 20%) 2 1393%
- 3 Multiply line 1 by line 2. **Renters:** Fill in this amount on line 9 of your Form M-1PR 3 468.05

I declare that this certificate is correct and complete to the best of my knowledge and belief.

Owner's or agent's signature

Phyllis M. Goswami

Date

1/10/96

Business phone

612 484-3843

A few copies
of letters rec'd
from past tenants
at 858-860 N.
Albert (downstairs)

3-16-90

H. GOSERUD

1447 W. ELDRIDGE AVE.

ROSEVILLE, MN. 55113

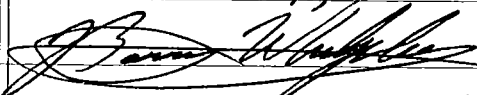
THIS NOTE IS TO INFORM YOU, OF MY INTENTION, TO
VACATE THE UNIT AT 858 N. ALBERT, IN ST. PAUL,
MINNESOTA, ON OR BEFORE APRIL 14, 1990.

I WILL CONTACT YOU BY TELEPHONE TO MAKE ANY
ARRANGEMENTS NECESSARY IN REGARD TO RENT OWED,
AND RETURN OF KEYS.

IF YOU WISH TO CONTACT ME, YOU MAY REACH ME
MONDAY THRU FRIDAY FROM 2:30 PM TO MIDNIGHT AT
489-8133, OR WEDNESDAY THRU FRIDAY FROM 8:00 AM
TO 2:30 PM. AT 649-1691.

THANK YOU FOR THE CLEAN, QUIET, AND COMFORTABLE
SURROUNDINGS, I HAVE ENJOYED FOR THE LAST YEAR
AND A HALF.

SINCERELY,



BARRY WHELPLEY - Rm 1 - 858 Albert

5-31-04

DEAR HOWARD & PHYLLIS,

THIS IS OUR TWO MONTH NOTICE. WE HAVE
FOUND A HOUSE TO BUY IN THE COMO PARK NEIGHBORHOOD
AND ARE MOVING IN AT THE END OF JULY WE
WILL BE OUT OF THIS APARTMENT BY AUGUST 1ST.

THANK YOU SO MUCH FOR EVERYTHING!
YOU HAVE BEEN GREAT LANDLORDS!
PLEASE CALL US IF THERE IS ANYTHING
YOU NEED FROM US.

BROOK & PAT

P.S. - A GIRL I KNOW WHO ATTENDS

HAMLIN UNIVERSITY IS INTERESTED IN

THE APARTMENT, IF YOU WOULD LIKE TO

CALL HER ABOUT RENTING HER # IS (651) 341-5464

AND HER NAME IS SANDRA. I JUST

TOLD HER ABOUT IT - SHE HAS NOT SEEN IT.

1/14/07

Michael Oakley

8686 Hwy 157

Florence, AL 35633

Thanks for the hospitality. I really enjoyed the stay here in MNL. You have a top notch operation here. Very clean & quiet Apartment complex. This is exactly what I was looking for when I come up here.

I should not have anymore mail coming to this address, but if I do will you please discard it.

Thanks Again,

P.S. I got my neighbor to take the Comcast box back for me. So you don't have to worry about that.

Michael

- Rm 2-860

Albert

10.29.07

Howard and Phyllis,

Thank you for a great place to rent! What a hidden gem! This is my notice that I will be leaving on Dec 30th - I got a house! Not too far away, so will still be in the neighborhood. Thanks again

Cash Kivimägi - Rm 2-860
Albert

12/11/07

HI HOWARD & PHYLLIS:

AS OF DEC. 1ST - REMMELE ENG. HAS EXTENDED ME UNTIL DEC. 17TH. HOPEFULLY THEY WILL FIND ENOUGH WORK TO GET ME THROUGH AT LEAST THE FIRST OF THE YEAR. THIS WILL ALLOW ME TO DO TWO THINGS. ONE, I WILL BE ABLE TO AFFORD JANUARY'S RENT, AND TWO THIS SHOULD ALLOW REMMELE'S OR SOME OTHER COMPANIES NEW YEAR BUDGET'S TO KICK IN SO THAT THEY CAN AFFORD TO KEEP ME ON OR PICK ME UP. IF REMMELE CAN'T EXTEND ME PAST DEC. 17TH. THIS WILL PROBABLY MEAN THAT I WILL BE OUT OF WORK FOR AT LEAST (4) WEEKS MINIMUM. I ALSO THEN WILL NOT BE ABLE TO AFFORD JANUARY'S RENT. SO IN ESSENCE I AM GIVING YOU MY 30 DAY/ONE MONTH NOTICE WITH DECEMBER'S RENT CHECK. I AM HOPING AND PRAYING I CAN SECURE SOMETHING VERY SOON THAT IS LONG TERM. WHETHER THAT BE AT REMMELE OR ELSEWHERE. THIS IS WEARING THIN ON ME.

THANK YOU FOR TRYING TO UNDERSTAND. I AGAIN WOULD LIKE TO KEEP APARTMENT IF AT ALL POSSIBLE. YOU ARE VERY GOOD PEOPLE TO RENT FROM. I WILL KEEP YOU POSTED. HOPEFULLY YOU HAD A VERY HAPPY THANKSGIVING

1-715-354-7834 HM, PHONE
1-651-642-5617 WK "
1-715-651-1471 CELL "

RESPECTFULLY
KEM MORAN

Rm1-858
Albert

She was a
law student
at Hamline
college &
graduated
May-2009

Dear Howie and Phyllis,

Please accept this as my 60
day notice of intent to vacate
the apartment by June 1 2009
You've both been excellent landlords!
Thank you)

John Dyrland 4/1/09

Redecorating,
Repairs + Remodeling
done at 858-860
N. Albert

1988-2009

which proves
existence of
(6) small efficiencies^(furnished)
since 1988 when
records started

Albert = 1988-1993

- May-1988- Remodeled L.R. on both 858 + 860 ^{put in new L.R. carpet 858}
July 2 '90- Steve Lee Painted Room No. 2-860 Albert
May 23rd '90- planted 4 new evergreen trees
Dec 27 '91- Had new (rebuilt) transmission put in washer
Nov. 12 '92- Installed new security Lite on outside
of back entryway.
May '93- Put in new mattress in Rm 1-860 side
July 16 '93- Had Air Cond. repaired on 858 Albert
Nov. 5 '93 Put in new mattress - Rm 3 - 858 Albert
Nov '93- Put in new washer hoses (Cont'd)

Albert = 1994-1998

- 6/12/95- Had freon added to air cond. @ 858 N. Albert - 60° (Vollhaber Htg) - 739-2882
11/29/95- Had furnace repaired & cleaned on 858 N. Albert - Also cleaned & checked furnace on 860 side
Dec/94- Put new mattress in room #2 860 N. Albert
Aug/95- Put new mattress in Rm 3 - 860 N. Albert
July 25 '96 - Resurfaced alley & parking Lot + Pave on 858 + 860 N. Albert
Sept 16 '96 - Howie installed automatic clock to down lite in back entryway at 858-860 Albert
June 3 '97 Fixed dishwasher on 858 - Pan was frozen under dishwasher due to lack of use
Aug 1, '97 Replaced thermostat (used thermostat) on 860 Albert (upper unit)
Aug 6 '97- Had washing machine repaired - Put in new (used motor)
Nov. 28 '97- Replaced toilet in Rm 3 - 860 N. Albert
Dec. 5 '97- Repaired furnace - 858 side - Replaced flower pot & capacitor
Dec 15 '97 Replaced thermostat in upper unit on 858 Albert with new Honeywell
Aug 24 '98- Somebody went into downstairs, plugged the handkerchiefs & flooded the basement - Water sucked Equip from A-1 vacuum & cleaned up the mess.
Aug 25 '98 - Replaced mattress in Rm 2 - 858 N. Albert

Albert = 1999-

- Nov 22 '98 - Replaced Lite bulb in security Lite
June 15 '99 - Had carpet cleaned in 858 upper Apt.
June 29 '99 - Had new roof Put on Albert duplex & storage bldg - Bigley Roofing 56758
Oct. 20, '99 Installed new sec. Lite in back entryway on Albert (inside)
Dec 1, 1999 - Installed new 40 gal. Water Heater from Menards (125⁰⁰) on 860 N. Albert (bater)
Dec 8, 1999 Had shower repaired in Rm 1 - 858 N. Albert
Dec 29-31 '99 Repaired shower base in Rm 2 860 N. Albert
Dec. 20 1999 New tenants painted bathroom in upper apt - 860 Albert
Feb. 7, 2000 - Cleaned dryer vent all the way to outside of Bldg.

Albert - 2000 - 2003

- Mar. 29 '00 - Repaired Shower base - Rm 2-860 A/B
covered cracked base w/ Linoleum & caulked
- APR. 6 '00 - Repaired Shower base - Rm 1-860 A/B
covered cracked base w/ Linoleum & Caulk
- APR. 13 '00 - Had carpenter (Joe Monsecur) cut out
Shower base - Rm 2-858 & replace with base
- Aug 6 '00 - Cleaned all carpet in down
stair hall w/ rented carpet cleaner
- SEPT 1, 2000 - cleaned out drain tube in ref. reg.
in upper unit - 858 side (tube was clogged
so freezer couldn't
Sept. 26 '00 - Replaced front screen on
door on 858 - upstairs
- Sept 26 '00 - Had dryer repaired. Replaced
parts in the gas valve. - 858
- Nov. 16, 2000 - NSP installed New Meter on 860
Albert. Old meter was installed wrong
and there was no gas to the
Furnace, water heater or dryer
- Dec. 7, 2000 - Repaired Shower base - Rm 3-858
Albert - Repaired cracks & covered w/ Linoleum
- APR. 1, 2001 - Fixed Shower in Rm 3-860 - Drilled
holes in base & filled with "Great Stuff"
- APR. 26 '03 - Had all new windows put in
858-860 N. Albert
- June 5 '03 - Had new siding put on 858 & 860 N.
Albert incl. Storage Bldg. finished 6/30/03
- Sept 6 '03 - Had New water heater installed
in 858 N. Albert
- Sept 3, 03 - cut down (2) evergreen trees in
front of 858-860 Albert

Albert 2004

- Feb. 26, 2004 - Had dryer repaired - Replaced belt
- Feb. 28 2004 - Cleaned dryer vent all the
way to outside of bldg.
- Dec. - '03 - Installed New Gas Regulation in
Furnace on 858 side

Albert - (2004)

- 5/24/04 - Repaired Kitchen faucet & toilet
handle in 860 #2 - Albert
- 5/24/04 - Repaired dishwasher (wouldn't drain)
in 860 upper
- 7/29/04 - Had Condensor Motor replaced on 858 Albert
- 7/15/04 - Repair toilet @ 858 #1 due to stop filling
- 8/30/04 - Repaired Tub/shower faucet on
858 upper bathroom (Had no hot water)
- 8/23/04 - Repaired door knob & lock on back
entry way door @ 858 Albert down St.
- 10/18/04 - Put up new ceiling fan in 858 upper
apt. in dining area
- 10/18/04 - Replaced dining area fixture in 860
upper apt. with older hanging fixture
- 12/15/04 - Repaired Washer @ 858 - Replaced PA
seal & put in new belts - 60" (Mike)
- APR. 05 - (858 side) (2005) (2005)
Cleaned drain tube going from freezer
- May '05 - Put 2 Picnic tables in back & front yards
- June 27 '05 - Replaced toilet in 858 upper unit
due to broken tank caused by terrorist
- Aug 2 '05 - Had new gas valve igniter put
into dryer - 900 - Also new Lint filter
- Aug 2 '05 - Put in new washer hoses @ 860
Albert
- Oct. 10 '05 - Replaced belt on outside
dish to down fixture on back entry way
- Oct. 11 '05 - Had all three ash trees
trimmed in back of Albert
- 11/30/05 - Repaired Shower faucet in 858
upper - Put in new cartridge
- 11/30/05 - Cleaned bathroom sink drain
trap @ 858 upper which was plugged
- 12/8/05 - Had both furnaces @ 858 &
860 Checked over by Mike DeVaney

Albert

2006

- 5/14/06 - Had Rm 3-858 Albert Painted by Pat O'Brien
- 5/24 - Pat O'Brien - Finished painting bath in Rm 3-858 - Also painted Party wall 858
- 6/1/06 - Ray Hogard - Installed 2 new kitchen lights in Rm 3-858
- 5/22 - Ron Brown - Replaced washer belt in shower basin in Rm 1 & 3 - 858 Albert
- 6/27/06 - Completed replacement of shower basin in Rm 1 & 3 - 858 Albert
- 6/21/06 - Ron Brown - Installed new toilet - 858-Rm 3
- 6/27/06 - Ray Hogard - Replaced vanity in storage bldg damaged by tree trimmer
- 6/27/06 - Rm 3 - 858 Albert - Replaced light fixture on outside deck to basement
- Oct 20/06 - Jacob Husted - Installed new stairs (612-220-4227) with railing @ rear of 858 Albert
- Oct 6-25 - Duane Verner - Replaced front door @ 860 (612-490-2761) due to bottom of tenant breaking it down
- Oct 31 - Duane Verner - repaired handling on back outside stairs @ 858 Albert
- Nov 17 - Aric Schwanitz - Fixed tension on 3 overhead doors in pole barn @ 858-860 Albert - Also put new rubber gasket on bottom of center door in pole barn.
- Sept 06 - Replaced small refug in Rm 3-858 N. Albert
- Nov 29 - Replaced small refug in Rm 2-858 Albert - Compressor used bad.
- Dec 7/06 - Duane Verner - Replaced door in Rm 2-858 Albert - Compressor used bad.

Albert 2007

- Feb 7, 2007 - Had clogged Sewer pumped (200 ft) on 858 side by "Roto Rooters" = 359.00
- Mar 31/07 - Mike Devaney - Rm 1 - 860 Replaced screen on back entryway door (858 side) by day in
- May 21/07 - Replaced Refrigerator in Room 1, 858 Albert
- June 1/07 - John Dickson - Rm 3-858 - Replaced small box Sinks on Rm 3-858
- June 5/07 - Put new aluminum dividers in 860 Al.
- June 7/07 - Pat O'Brien - Painted back 858 on 860 refug
- June 23/07 - Mike Devaney - Installed new shower in Rm 3-858
- July 09/07 - Cleaned dryer vent in 858-860
- July 17/07 - The way to the outside of 860
- Sept 10 - Den Miller - Replaced washer - 860
- Sept 10 - Put 8 new gallons on bottom rack of 858 dishwasher
- Sept 18/07 - Replaced bulb in outside fixture on back entryway (bush to down) like

Albert

2007 (cont'd)

- Aug 10/07 - Replaced temp. control knob in small refug in Room # 2-860 Al.
- Feb 18/08 - Her main - cleaned out by Roto Rooters
- Sept 08 - Replaced bulb on back of entryway - 858-860
- Oct 1/09 - Cleaned dryer vent to outside Also repaired open vent line above dryer on lint was going into ceiling above dryer
- Nov 14/08 - Den Miller - Replaced washer belt and new dryer filter - 558
- Albert 2009
- Jan 4, 09 - Washroom upper 858 started leaking & water ran down wall in 858 shower and soaked the carpet in that room vacuumed up water & had her to replace
- Jan 14/09 - Den Miller went over a check dryer, because girl upstairs clothes put dryer, Jan 23/09 - Replaced tile at end of bath doorway on 858 side (Lita Clark) to the street
- Also purchased 2 used dishwashers (1) of 858 - (1) Maytag = 100.00 for both.
- Jan 28/09 - Den Miller installed 858 dishwasher in 858 refug in Rm 2-860
- Jan 29 - Used snow rake to clean snow off back entryway which was causing mold in 858 back
- Feb 13 - City of St Paul water Dept came & close out & tightened coupling close to the water meter on the 858 side as it was leaking. Also checked coupling on 860 side
- Feb 14 - Sara - 860 upper called & said dishwasher not cleaning dishes
- Feb 18 - Had Dan Miller replace dishwasher 860 w/ Maytag (2008) - 700 (dishwasher)
- May 20 - Sprayed down stairs in 860 side
- Nov 20 - Replaced light bulb next to door going outside (858) downstairs
- June 5 - Had inspection on Albert by City of St. Paul
- June 11/12 - Pat O'Brien painted inside bedroom 860 - Also touched up rest of apt. & some touch up on 858 refug.
- June 12 - Replaced 858 in bathroom - 858 upper
- June 24 - Den Miller - Installed metal vent for dryer from dryer into ceiling & connected to meter vent in ceiling
- Also installed new smoke alarm - Rm 2-8
- June 17 - Den Miller - 858 upper - installed new lite fixture over kitchen sink

Attached
is copy of
ad we have
been running
on Craig's
list on the
computer
since 2007

minneapolis craigslist > apts/housing for rent > "FURNISHED" ONE ROOM
EFFICIENCY /AVAILABLE AUGUST 1ST

Stating a discriminatory preference in a housing post is illegal - please flag discriminatory

please flag with care: [\[miscategorized\]](#) [\[prohibited\]](#) [\[spam\]](#) [\[discussion\]](#) [\[best of\]](#)

[email this posting to a friend](#)

\$495 "FURNISHED" ONE ROOM EFFICIENCY /AVAILABLE AUGUST 1ST

Reply to: hous-363836114@craigslist.org

Date: 2007-06-30, 2:21PM CDT

"FURNISHED" AND CARPETED ONE ROOM EFFICIENCY WITH PRIVATE BATH AND ENTRANCE IN COMO AREA. AVAILABLE AUGUST 1ST. Has undercounter refrig., microwave, coin operated washer/dryer, central air-cond., off street parking, ENCLOSED OUTSIDE STORAGE UNIT FOR BIKES ETC. ALL UTILITIES PAID. VERY CLEAN AND QUIET BLDG!! Security bldg With well lite grounds. NO SMOKING!!! Very close to convenient shopping, restaurants and bus line. Call 651-484-3843 - shown by appt. only!! (Please DO NOT disturb tenants)! SEE PHOTOS BELOW! EFFICIENCIES ARE LOCATED IN THE LOWER LEVEL IN THE PHOTO SHOWN BELOW! ALSO SHOWN IN THE PHOTO IS THE OFF STREET PARKING AREA AND THE ENCLOSED OUTSIDE STORAGE UNITS.



ALBERT ST. N at HEWITT ST. [google map](#) [yahoo map](#)

Location: COMO AREA NR STATE FAIR & HAMLINE

<http://minneapolis.craigslist.org/apa/363836114.html>

6/30/2007

Attached are various
copies of ads we ran
thru the years in the
St. Paul Pioneer Press
showing how we adver-
tised the efficiencies
for rent at 858-860
N. Albert from 1983
thru 2007

(Since that time we
have done all our
advertising on the
computer using "Craig's
List")

TUESDAY, JULY 19, 1983

652
NR. FAIRGROUNDS-NEW &
BEAUTIFUL RM. w/priv. bath
& enfr. frig. bus \$210, 631-1220

3 LINES - 6 TIMES
3096

"LIZ"

CANCELLED 7/24/83
CANC. # 63124
"BERNIE"

SEPTEMBER - 1983

SATURDAY, SEPT. 3, 1983

652
NR. HAWAIIAN NEW &
BEAUTIFUL RM. w/priv. bath
& enfr. frig. bus \$225, 631-1220

3 LINES 6 TIMES
#3096

"CAREY"

CANCELLED ON 9/8/83
CANC. # 640908
"LAURA"

JAN - 1986

SUNDAY, JANUARY 5, 1986

652
COMO-NEW, Beaut & Quiet 1
Rm Enfr, util pd \$255, 631-1220

2 LINES - 4 TIMES
81664

"DARLENE"
"MARY"

CANC. # 600108

222-1111 SATURDAY, JANUARY 11, 1986

652
COMO-NEW, Beaut & Quiet 1
Rm Enfr, util pd \$255, 631-1220

2 LINES - 5 TIMES
82220
INCL. MIDWEEK

"LINDA"

"TONY"

CANC. # 430115

DECEMBER - 1991

SATURDAY, DECEMBER 14, 1991

452
COMO-NEW, effie, pvt. bath,
utils-pd, \$285 n-smk 484-3843

2 LINES - 2 TIMES

LEPT #1052

CANCELLED
12/15/91
CANC. # 911215
"DAWN"

ON 12/8/91
I ORDERED 11
TIMES -
"BRAD"
(711268)

ON 12/13/91
I ORDERED FR
18 TIMES -
(to INCLUDE
ABOVE)
"NOREEN"

1-800-458-4415

JANUARY - 1997

11 SATURDAY, JANUARY 4, 1997

452

COMO New Effic pvt bath AC
N/Smkr-\$295 util pd 484-3843

ORDERED 2 LINES - 11 TIMES - 68⁴²
RAN - 2 LINES - 6 TIMES - 46²⁰
CREDIT - 22²³

CANCELLED 1/9/97
"A.J."
CANC. # 73019

APRIL - 1997

11 FRIDAY, APRIL 4, 1997

452

COMO New Effic pvt bath AC
N/Smkr-\$295 util pd 484-3843

2 LINES - 11 TIMES
\$68⁴²

ORDERED 11 TIMES
"ELLEN"

ESTABLISHED A 0-350 LINE CONTRACT WITH
DEB LEMAY - 228-5281 ON 4/3/97 -
CONTRACT # 37424 (CARON GREUVIN - WANT-AD
SUPERVISOR - 228-5026 APPROVED ME (CREDIT WISE)
& REFERRED ME TO DEB LEMAY.
GENERAL WANT AD NO. IS 222-5011

MAY - 1997

THURSDAY, MAY 1, 1997

452

COMO New Effic pvt bath AC
N/Smkr-\$295 util pd 484-3843

2 LINES - 2 TIMES
\$20¹⁶

CANCELLED 5/2/97
"ELLEN"
CANC. # 4852

SUNDAY, MAY 4, 1997

462

COMO New 2BR, appl. AC, no
smk/pets, \$565, 6/1, 484-3843

2 LINES - TIMES
\$

"MELANIE"
"LE ANN"

222-1111
CONTRACT NO. 3024

JANUARY - 2003

WEDNESDAY, JANUARY 29, 2003

912

REVISED

COMO Effic pvt bath n/smk
ulpd \$500imm 651484-3843

COMO Effic pvt bath n/smk
ulpd \$495imm 651484-3843

2 LINES - 11 TIMES

\$82.50

22.50 1/29-31

60.00 - 21-31

82.50

"KATHLEEN"
ORDERED
11 TIMES.
CHANGED AD TO
RUN 1/30
"BRIAN"

FEBRUARY - 2003

SUNDAY, FEBRUARY 9, 2003

902 - CHANGED TO 912

COMO Effic pvt bath n/smk
ulpd \$495imm 651484-3843

EFFECTIVE 2/11/02

2 LINES - 11 TIMES

\$82.50

"A.I.T."
PIONEER
PRESS

FRIDAY, FEBRUARY 21, 2003

912

COMO Eff pvt bath n/s ulpd
\$495 immmed. 651484-3843

2 LINES - 4 TIMES

\$37.04

KATHLEEN

THURSDAY, FEBRUARY 27, 2003

912

COMO Eff pvt bath n/s ulpd
\$475 immmed. 651-484-3843

COMO Effic pvt bath n/smk
ulpd \$475imm 651484-3843

CORRECTED

2 LINES - 4 TIMES

\$37.04

"BRIAN"

MARCH - 2003

WEDNESDAY, MARCH 12, 2003

902 & 912

COMO Newer Effic. pvt bath
& entr n/smk ul pd \$495 mo
immmed 651-484-3843

COMO Newer Effic. pvt bath
& entr AC n/smk ul pd \$495
mo, immmed 651-484-3843

3 LINES - 11 TIMES

ALTERNATING UNDER 2 CLASSIFICATIONS

\$138.60

ARIE
ORDERED 11 TIME

222-1111
CONTRACT # 402924

AUGUST - 2006

TUESDAY, AUGUST 29, 2006

912

COMO Newer effie, prvt
bath & ent AC NS, utils pd
immd \$495.651-484-3843

3 LINES - 4 TIMES
7080

8/31/06 ORDERED 11 TIME
C.S. "C.5"

C.S. Cancelled this
ad by error after
3 times (6984) instead
of 4 times 7080 -
Got a message with
her supervisor
(+time) - C.S. called
back & said she
would correct the
error for ad. &
run 4 times for
\$7080

CONTRACT # 402924

CONTRACT SUPVR. DANA DANIEL - 228-2139
MARCH - 2007

SATURDAY MARCH 24, 2007

912

6-WEEKDAYS

CORRECTED

COMO Newer Effie, prvt
BA & ent AC NS, utils pd,
immd. Near State Fair & Hamline
U: \$495.651-484-3843

COMO Newer Effie, PRVT
bath & ent AC NS, utils pd,
immd. Near State Fair & Hamline
U: \$495.651-484-3843

APTS & HOTELS
FURNISHED

912

COMO Newer Effie, private BA & ent. AC,
NS, utils paid, immed. Near State Fair &
Hamline U. \$495.651-484-3843

6900
(FOR 7 DAYS)

858-860 N. Albert-downstairs

There are 6 furnished efficiency's
eq. With Private bath (A Security Bldg):

There is only one person per unit

There is No Smoking allowed

No Pets

No Cooking - No Stoves

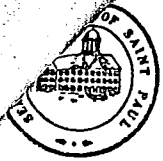
No Company

Only thing shared is the Washer & Dryer

Tenants who Live here, Love
these rules!

(See copy of Floor Plan presented
to the City of St. Paul in 1982
when we took out a permit
to add these units!)

*Permanent - for File Retention
Schedule*



George Latimer
Mayor

CITY OF SAINT PAUL
DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF HOUSING AND BUILDING CODE ENFORCEMENT
City Hall, Saint Paul, Minnesota 55102
612-298-4212

January 26, 1984

Howard Goserud
1447 Eldridge Ave.
Roseville, Minnesota 55113

✓ RE: 858-60 N. Albert

Dear Mr. Goserud:

We have received a complaint regarding a rooming house at the referenced property. This property is located in an RT-1, two family residential, zoning district. A rooming house is not a permitted use and therefore must be discontinued.

Our records indicate that this building was built as a duplex in 1981. Sometime after the building was complete, six sleeping rooms with separate bathroom facilities were added to the basement. Although a single family dwelling may contain as many bathrooms as desired, the occupancy of a single dwelling unit is limited by the definition of a "family" in the City Zoning Code. (Copy enclosed). A "family" may consist of not more than four unrelated adults. In a duplex dwelling, this means that not more than 4 adults may occupy each unit.

A reinspection of this property will be conducted on or about March 1, 1984 to determine if this order has been complied with.

If you have any questions regarding this matter, contact John Hardwick at 298-4215.

Sincerely,

Glenn A. Erickson
Glenn A. Erickson
Zoning Administrator

GAE/JH:km

Enclosure

Office of License, Inspection and Environmental Protection City of St Paul MN INSPECTION REPORT	Building Permit 20 03 309910 EXP	
	858 ALBERT ST N ST PAUL MN 55104-1363	
INSPECTOR: Steve Toensing	ISSUE DATE: Jun 04, 2003	
CONTRACTOR: PHALEN SIDING TRIM INC 1528 LINCOLN AVE ST PAUL MN 55105-0000 WORK: (612) 731-2092 HOME: (651) 699-6424	OWNER: HOWARD R GOSERUD 3530 COHANSEY CIR SHOREVIEW MN 55126-3905	SUB TYPE: 2-Family/Duplex
		WORK TYPE: Express Repair

Owner's First/Last Name	h GOSERUG	Owner's Address	858 ALBERT
Owner's City/State/Zip	ST PAUL MN 55106	Owner's Phone # w/Area Code	484 3843
# of Dwelling Units	2	State Valuation	14000
Residing (w/Soffit-Fascia)	Yes		

CONDITION :

858-860 albert vinyl siding **ReSiding--No structural or window changes. NOTE: IF THE EXISTING SIDING IS REMOVED TO THE SHEATHING OR OTHER NONWEATHER-RESISTIVE LAYER, THEN AN APPROVED WEATHER-RESISTIVE MEMBRANE OR PANEL SYSTEM MUST BE ADDED AND SEALED BEFORE RE-SIDING. Replace Address Numbers when complete. If applicable-Garages on alleys are required to have address numbers clearly visible from the alley also Call the Area Building Inspector between 7:30-9:00am (M-F) when work is complete or if problems/questions arise NOTE: Per Section 33 04 of the Legislative Code all exterior work must be completed within one year of permit issuance.

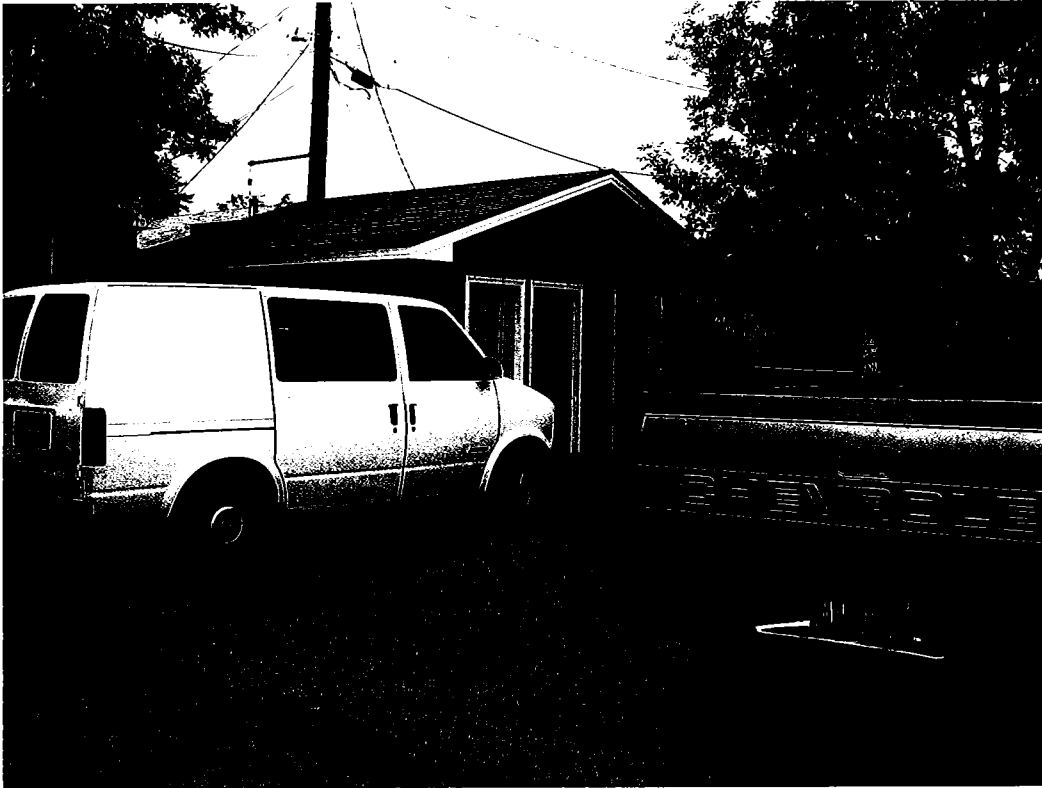
Final
4/12/4
St.

FEES	
Permit Fee	237.25
Surcharge B	7.00
TOTAL	244.25



858-860 Albert Street

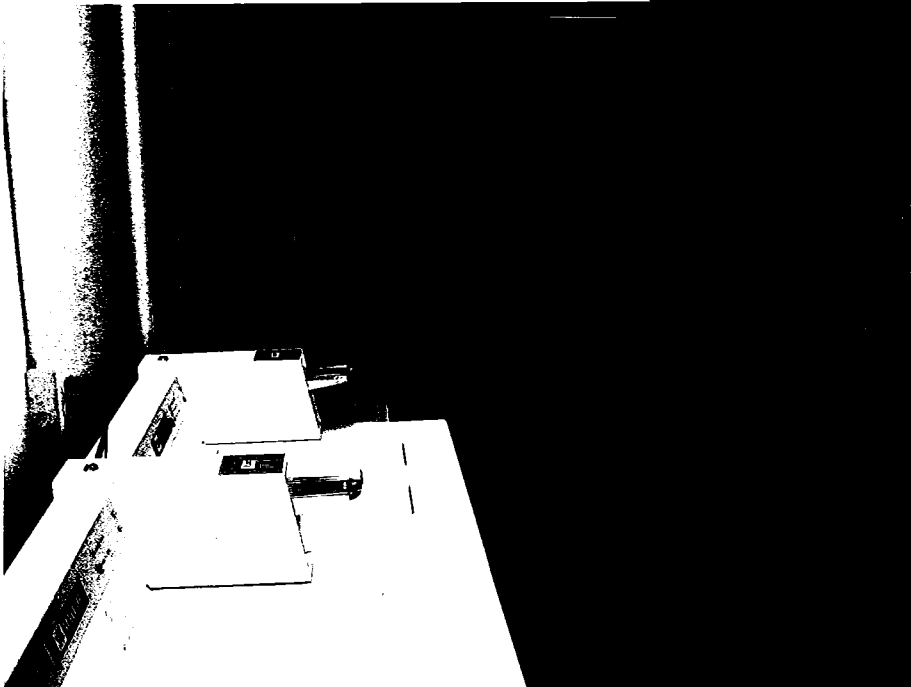
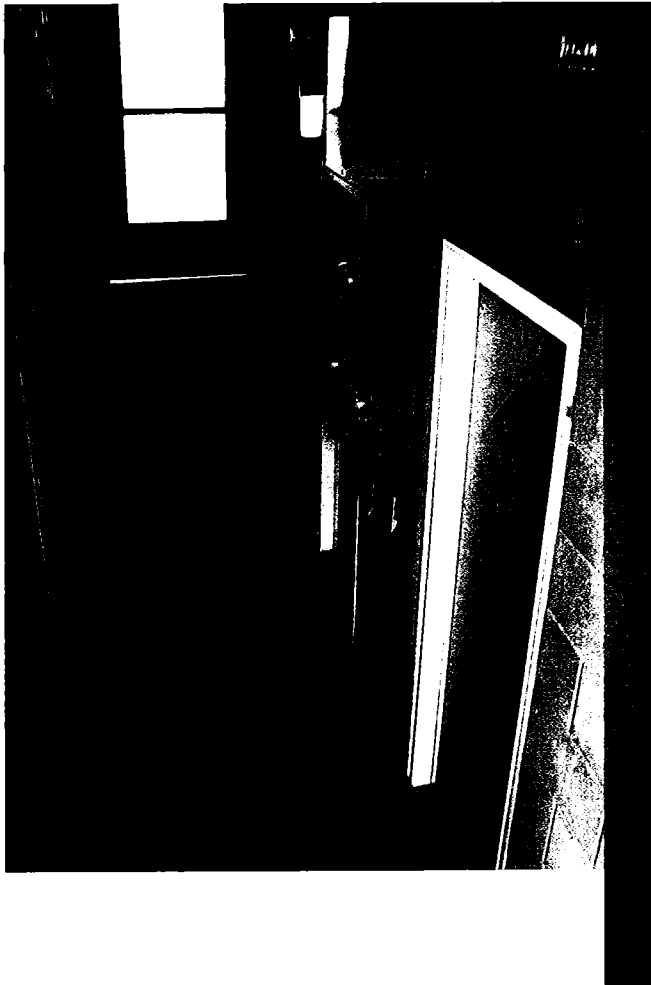




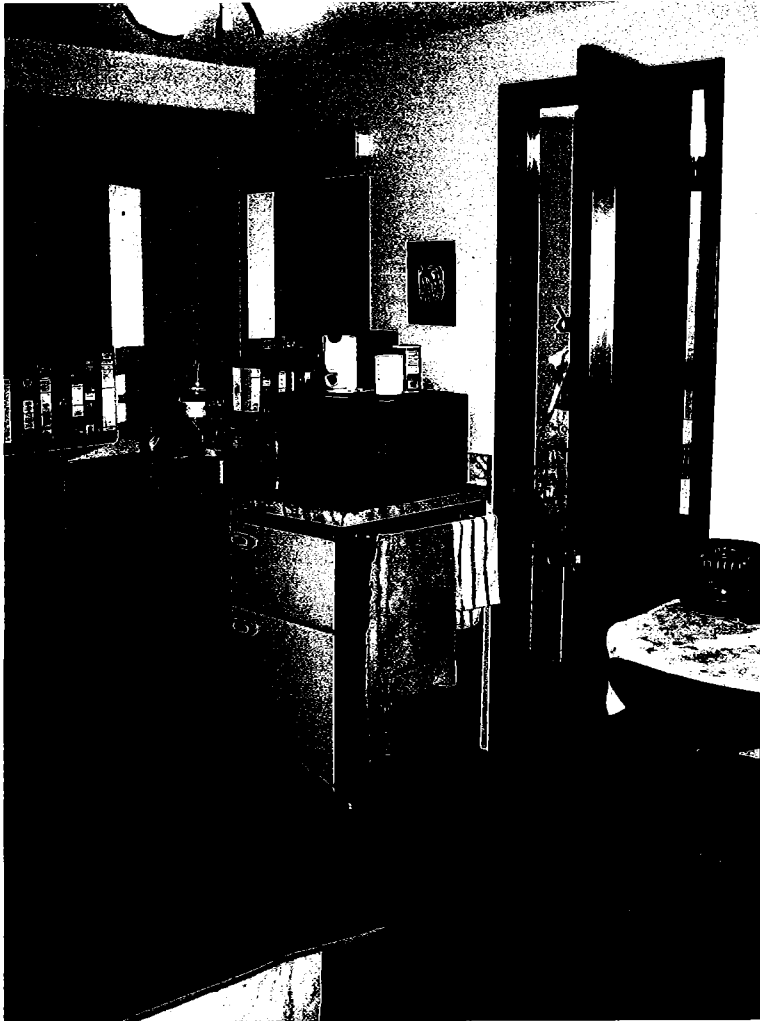
Storage building



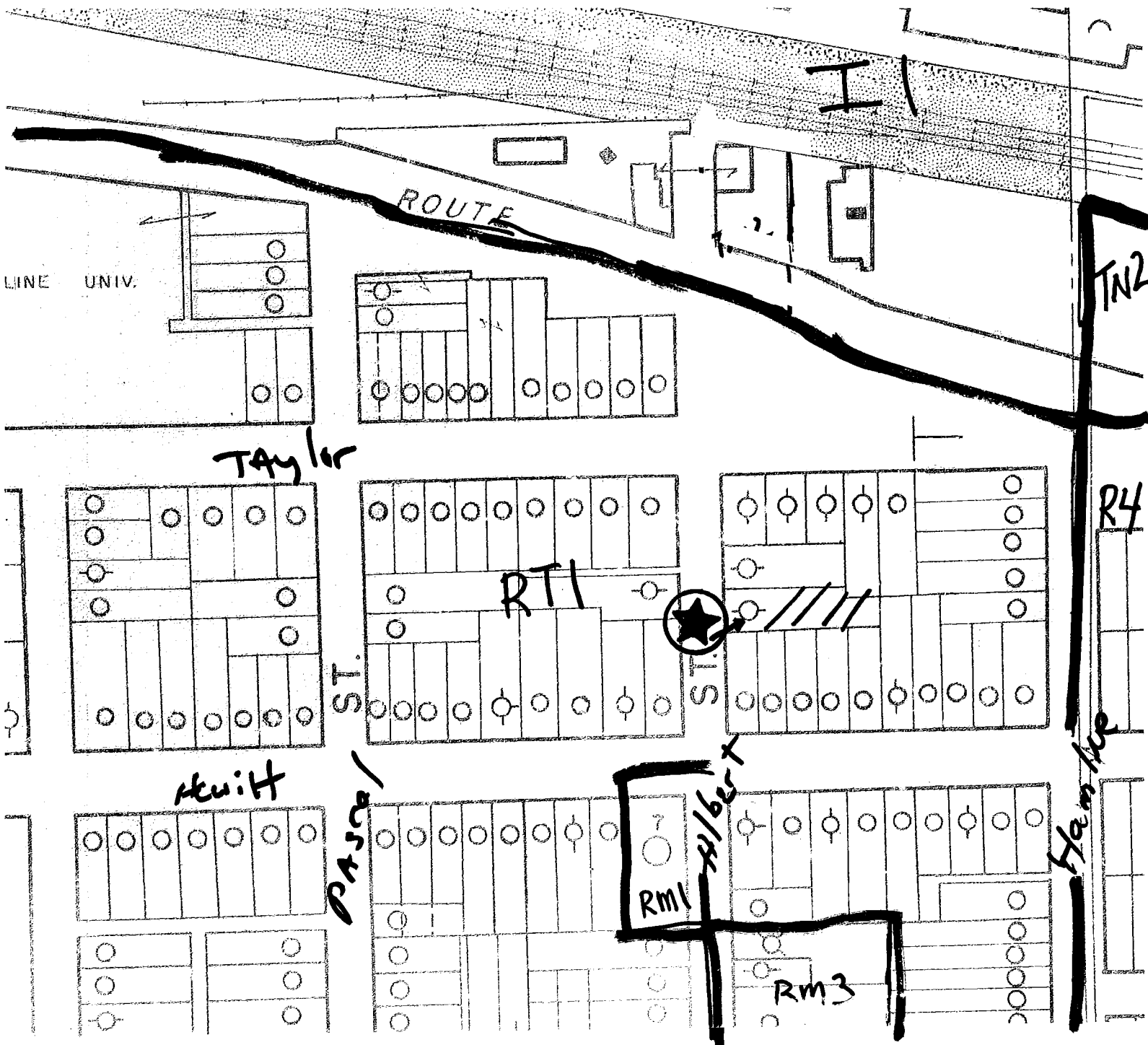
Pole building



Interior hallways



Efficiency unit in lower level



APPLICANT Howard + Phyllis Goserud
 PURPOSE Establish NCUP
 FILE # 09-267755 DATE 9-9-09
 PLNG. DIST. 11 MAP # 10

LEGEND

— zoning district boundary
 // subject property

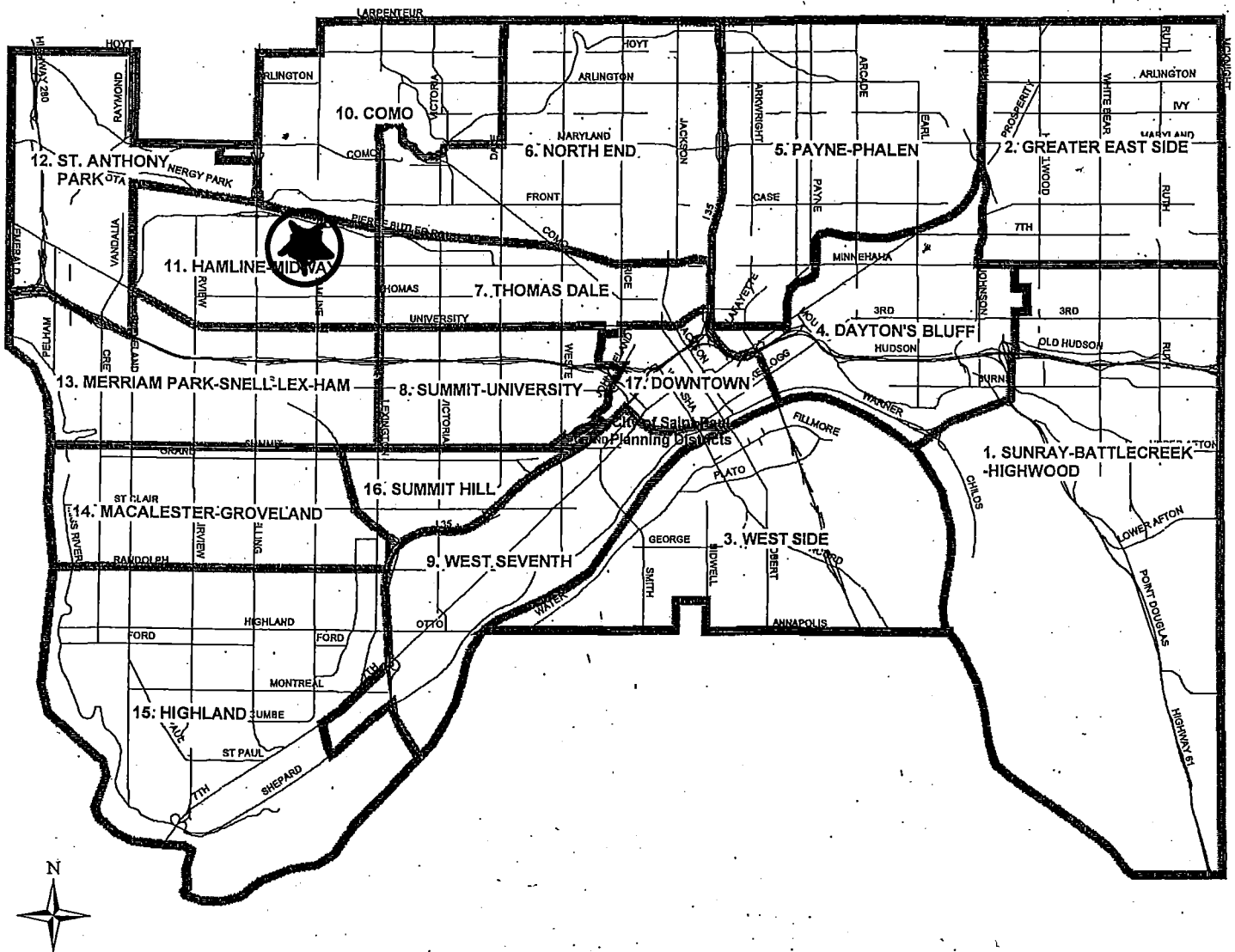


○ one family
 ⊙ two family
 ⊙ multiple family

• ▲ ⊙ commercial
 ◆ industrial
 V vacant



CITIZEN PARTICIPATION DISTRICTS



CITIZEN PARTICIPATION PLANNING DISTRICTS

1. SUNRAY-BATTLECREEK-HIGHWOOD
2. GREATER EAST SIDE
3. WEST SIDE
4. DAYTON'S BLUFF
5. PAYNE-PHALEN
6. NORTH END
7. THOMAS-DALE
8. SUMMIT-UNIVERSITY
9. WEST SEVENTH
10. COMO
11. HAMLINE-MIDWAY
12. ST. ANTHONY
13. MERRIAM PK.-LEXINGTON HAMLINE
14. GROVELAND-MACALESTER
15. HIGHLAND
16. SUMMIT HILL
17. DOWNTOWN

09-267755

PLANNING COMMISSION STAFF REPORT

FILE # 09 203521

1. **APPLICANT:** MGM Properties LLC

HEARING DATE: 9/24/09

2. **TYPE OF APPLICATION:** Site Plan Review

3. **LOCATION:** 1102 Larpenteur Avenue West

4. **PIN & LEGAL DESCRIPTION:** 222923110186
Clifton Dale, Ramsey Co., Minn. Subj To Rd; Lots 1 Thru 5 Blk 1

5. **PLANNING DISTRICT:** 10

PRESENT ZONING: B2

6. **ZONING CODE REFERENCE:** 61.402.c

7. **STAFF REPORT DATE:** 9/17/09

BY: Tom Beach

8. **DATE RECEIVED:** 7/13/09 **DEADLINE FOR ACTION:** 11/10/09 (60 day letter was sent)

A. **PURPOSE:** Site plan review for changes that were made to an existing parking lot. The applicant removed a privacy fence that was located between the parking lot and the adjacent public alley.

B. **PARCEL SIZE:** The site of the MGM liquor store is 24,000 square feet (192' x 125'). MGM also owns the adjacent site to the west and uses it for its corporate office. The adjacent parcel covers 9,375 square feet (75' x 125') and shares the parking lot with the liquor store)

C. **EXISTING LAND USE:** Retail store and accessory parking lot

D. SURROUNDING LAND USE:

North: Commercial (In Roseville)

East: Commercial (B2)

South: Single-family residential (R4)

West: Commercial (The parcel immediately to the west has an office building that is MGM's corporate headquarters.) (B2)

E. ZONING CODE CITATION:

Site Plan Review Section 61.402.c lists 11 findings that must be met in order to approve a site plan. (These findings are listed below in Section H3.)

Alley access from nonresidential property Section 63.310.f

Entrances and exits to and from all off-street parking facilities which are located on land in nonresidential zoning districts and which abut residentially zoned land across an alley shall be denied alley access except where the applicant can establish, in the review of a site plan application, that allowance of alley access would not create or aggravate an unsafe condition and one (1) or more of the following conditions exist:

1. Alternatives to alley access are unsafe due to traffic volumes, traffic speeds, proximity to an intersection, steep slopes, a blind pedestrian crossing, or some other unsafe condition;
2. The location of existing structures on the property prohibits access to the street;

3. A comprehensive plan or a neighborhood plan approved by the city council recommends that new off-street parking facilities be located in the rear of development sites or discourage additional curb cuts or driveways across sidewalks; or
4. The number of parking spaces in the off-street parking facility is seven (7) or less.

Visual screening for parking lots Section 63.313 and 63.114.4

For off-street parking facilities which adjoin or abut across an alley, a residential use or zoning district, a visual screen shall be provided and maintained as required in section 63.114, Visual screens.

When mutually agreeable to all property owners involved, a required visual screen may be located on the opposite side of an alley right-of-way from the nonresidential zone. Maintenance shall be the responsibility of the person required to erect the screen.

F. DISTRICT COUNCIL RECOMMENDATION: Staff has not heard from District 10 at the time this staff report was written.

G. FINDINGS:

1. *History* (A more detailed history can be found in the attached Court of Appeals Decision.)

- A site plan for the existing buildings and parking lot was approved by the City in 1980.
- The approved site plan shows an 8' high privacy fence along the south property line, between the MGM parking lot and the adjacent public alley. The fence prevented vehicular access between the MGM parking lot and the alley. The fence also provided a visual screen between the MGM parking lot and the residential property across the alley as required by Section 63.313 of the Zoning Code.
- In February 1994, the City amended the Zoning Code to restrict access between commercial parking lots and adjacent alleys in cases where there is a residential use across the alley. Alley access is prohibited unless the applicant can demonstrate during site plan review that the plan meets conditions related to traffic safety and other issues listed in Section 63.310.f.
- The fence remained in place until MGM removed the fence in November 2007. No City approval had been obtained to remove the fence.
- The City received a complaint and after an inspector confirmed that the fence had been removed, the City sent a letter on November 16, 2007, to MGM ordering them to restore the fence.
- MGM declined to restore the fence.
- The matter went to District Court which ruled that removing the fence is permitted because there is screening on the south side of the alley and that denying MGM access to the alley constitutes a taking of the property.
- The City appealed the matter to the Minnesota Court of Appeals which ruled that MGM should have followed the City's administrative process for obtaining alley access; the City did not exceed its authority or interfere with MGM's property rights; and MGM did not satisfy the screening requirements of the zoning ordinance.
- MGM submitted an application for site plan review on July 13, 2009.

2. *Site plan*

The site plan submitted by MGM to the City for review does not show a fence or barrier between the parking lot and the alley. The site plan shows an area labeled "proposed access" between the parking lot and the alley. (See attached site plan.)

3. *Required findings*

Section 62.108(c) of the Zoning Code says that in "order to approve the site plan, the

planning commission shall consider and find that the site plan is consistent with" the findings listed in that section.

The site plan is not consistent with the required findings a-f:

- a. *Safety and convenience of both vehicular and pedestrian traffic both within the site and in relation to access streets, including traffic circulation features, the locations and design of entrances and exits and parking areas within the site.*

Staff from Saint Paul Public Works Traffic Engineering reviewed the site plan and the impact on traffic safety of unrestricted access between the MGM parking lot and the adjacent alley. They concluded that it is not consistent with the safety of vehicular and pedestrian traffic. In a memo about the site plan dated September 3, 2009, Public Works staff said:

"The site plan submitted by MGM Liquor provides no pertinent traffic information regarding access, accessibility or traffic safety for this site. All that was provided was a rudimentary sketch showing full access to the abutting alley at all points along the south boundary with the alley and evidently an undefined alley/driveway access along Lexington. It is presumed that no changes are being proposed internal to the parking lot or at the access points along Larpenteur.

To address this submittal we took a look at the site access including collecting some general volume and speed information surrounding the property.

The data collected shows the alley volumes are 2 to 4 times higher than a typical residential alley and actually has more traffic, in particular at the east end of the alley, than the adjacent local streets of California and Dunlap. Traffic volumes of a local street magnitude in an alley are not acceptable from a traffic management/safety perspective as the design of an alley is narrower than a street with more limited lines of sight and a need for lower speeds to offset the potential for vehicle/vehicle conflicts with the limited sight. The open accessibility along the full length of the property allows traffic to enter the alley at any point along the alley with higher speeds aggravating the vehicle/vehicle conflict. In addition, it appears from the data that the property maybe experiencing some cutting through of traffic from Larpenteur eastbound across property to the alley which again is a traffic safety issue internal to the site and the public alley.

On the basis of the above we recommend denial of the site plan showing full access along the alley and the undefined driveway/alley access point onto Lexington."

- b. *Applicable ordinances of the City of Saint Paul.*

- 1 The site plan does not meet the conditions in Section 63.310 for alley access from nonresidential property.

This section first states that alley access is not permitted "except where the applicant can establish, in the review of a site plan application, that allowance of alley access would not create or aggravate an unsafe condition...." The applicant has not established that removing the privacy fence for the MGM parking lot meets this required condition.

In addition, alley access is not permitted unless the applicant can show that “one (1) or more of the following conditions exist”: The applicant has not established that any of these conditions exist for the MGM parking lot.

- *Alternatives to alley access are not unsafe due to traffic volumes, traffic speeds, proximity to an intersection, steep slopes, a blind pedestrian crossing, or some other unsafe condition.*
- *The location of the existing structures on the property does not prohibit access to the street.*

The location of the existing structures on the site does not prohibit access to the street from either of the two existing driveways: the two-way driveway on Larpenteur and the exit only driveway on Lexington.

- *A comprehensive plan or a neighborhood plan approved by the city council recommends that new off-street parking facilities be located in the rear of development sites or discourage additional curb cuts or driveways across sidewalks.*

There is nothing in the comprehensive plan or any neighborhood plans for this area that addresses the location of parking or curb cuts for this site.

- *The number of parking spaces in the off-street parking facility is more than seven (7).*

There are 28 parking spaces in the parking lot for the MGM Liquor store. There are an additional 12 parking spaces in the adjacent parking lot for the MGM office building that would have access to the alley through the MGM Liquor store parking lot

2. The site plan does not meet the requirements for visual screening in Sections 63.313 and 63.114.4. The applicant is proposing to provide the required visual screen on the residential property across the alley. This is only permitted in cases where it is “mutually agreeable to all property owners involved.” Although MGM owns most of the property across the alley, it has not demonstrated that all of the property owners across the alley have agreed to have the visual screen on their property.

- c. *Protection of adjacent and neighboring properties through reasonable provision for such matters as surface water drainage, sound and sight buffers, preservation of views, light and air, and those aspects of design which may have substantial effects on neighboring land uses.*

The privacy fence along the alley is needed to protect adjacent and neighboring properties by providing the required sound and sight buffer for the MGM parking lot.

Unrestricted access to the alley would have a substantial negative effect on neighboring land uses.

- d. *The arrangement of buildings, uses and facilities of the proposed development in order*

to assure abutting property and/or its occupants will not be unreasonably affected.

- e. *Sufficient landscaping, fences, walls and parking necessary to meet the above objectives.*

The site plan does not provide a visual screen along the alley that is needed to protect neighboring properties and required by the Zoning Code.

- f. *The city's adopted comprehensive plan and development or project plans for sub-areas of the city.*

Alley access, as proposed in the MGM site plan, is not consistent with objectives of the Transportation Chapter of the Comprehensive Plan to "mitigate the consequences of local traffic in neighborhoods" and "make neighborhood traffic control a priority." (Transportation Plan Chapter 5 Page 21)

The site plan is consistent with the findings listed below.

- g. *Preservation of unique geologic, geographic or historically significant characteristics of the city and environmentally sensitive areas.*

Removing the fence along the alley does not affect unique geologic, geographic or historically significant characteristics of the city and environmentally sensitive areas.

- h. *Creation of energy-conserving design through landscaping and location, orientation and elevation of structures.*

Removing the fence along the alley does not affect the energy conserving aspects of the parking lot.

- i. *The satisfactory availability and capacity of storm and sanitary sewers, including solutions to any drainage problems in the area of the development.*

Removing the fence along the alley does not affect the sewers or stormwater drainage of the parking lot.

- j. *Site accessibility in accordance with the provisions of the Americans with Disabilities Act (ADA), including parking spaces, passenger loading zones and accessible routes.*

Removing the fence along the alley does not affect the provisions of the Americans with Disabilities Act (ADA).

- k. *Provision for erosion and sediment control as specified in the "Ramsey Erosion Sediment and Control Handbook."*

Removing the fence along the alley does not cause issues with erosion or sediment control.

H. STAFF RECOMMENDATION:

Based on the findings G.3.(a-f), staff recommends denial of the site plan submitted by MGM Properties LLC showing the removal of the privacy fence between the MGM parking lot at 1102 Larpenteur Avenue West and the adjacent public alley.

ATTACHMENTS

- 2009 MGM site plan review application (site plan, letter and application form)
- 2009 Letter from DSI extending review time for site plan review
- 2009 Traffic memo from Public Works
- 2009 DSI enforcement letter
- 2007 DSI enforcement letter
- 1980 Approved site plan with fence along the alley
Aerial photos and location map



APPLICATION FOR SITE PLAN REVIEW

Department of Safety and Inspections (DSI)
375 Jackson Street, Suite 220
Saint Paul MN 55101-1806
651-266-9008

STAFF USE ONLY

SPR # 09-203521

Fee \$ 435

Staff meeting date: _____

City agent T. BEACH

APPLICANT

Name _____ Company MGM Properties, LLC
Address 1124 Larpentuer Avenue West
City St. Paul State MN Zip 55113
Phone 651-224-3781 Fax 651-223-8019
Email chadlemons@kellyandlemons.com

OWNER (If different than applicant)

Name _____ Company _____
Address _____ Phone _____

PROJECT

Project name / description Alley access to and from the parking lot
lying westerly of the MGM Liquor Store, 1124 Larpentuer Ave W
Project address / Location 1124 Larpentuer Avenue West southwest corner
of Lexington Avenue and Larpentuer Avenue
Legal description of the property : Lots 1, 2, 3, 4 and 5, Block 1,
Clifton Dale

Applicant's signature Chad Lemmons Attorney for Applicant Date 7/13/09

STAFF USE ONLY

Type Site Plan Sub _____ Work _____ S.F. _____

Folder Name _____

Reviewed by _____

Comments _____

(attach additional sheets if necessary)

Bond/letter of credit/escrow \$ _____ Date _____

Site plan approved by _____ Date _____

Work approved by _____ Date _____

This form and other information about site plan review are available at www.stpaul.gov/dsi. Click on Zoning, and then click on Site Plan Review.

Kelly & Lemmons, P.A.
ATTORNEYS AT LAW

OF COUNSEL:
McGUIGAN & HOLLY, PLC

• Chad D. Lemmons
chadlemmons@kellyandlemmons.com

Real Property Law Specialist, Certified by the Real
Property Section of the Minnesota State Bar Association

July 13, 2009

Ms. Corinne A. Tilley
DSI Inspector-Zoning
City of St. Paul
375 Jackson Street, Suite 220
St. Paul, MN 55101

VIA U.S. MAIL

RE: MGM Liquor Warehouse at 1102 Larpentuer Avenue West

Dear Ms. Tilley:

Enclosed herewith please find the Application for Site Plan Review, a copy of the proposed Site Plan and a check in the amount of \$435.00 in full payment of the Application fee. The area which MGM proposes to use as means of access from their parking lot to the alley is that area marked in Blue. However, it is my understanding that the portion of the paved area lying north of the boundary line and south of the building immediately adjacent to Lexington Avenue would still be entry only.

It is our position that the Minnesota Court of Appeals Decision filed June 2, 2009 does not require MGM to provide an explanation of compliance with Zoning Code Section 63.310(f). Therefore, none will be provided.

MGM does not intend to restore the fence which existing along its south boundary line. It is still MGM's position that the fence located along the south boundary line of the alley satisfies the screening required by St. Paul Legislative Code Section 63.313. In addition, MGM has complied with the requirements of St. Paul Legislative Code Section 63.114(b)(4). This position is again supported by the Decision of the Minnesota Court of Appeals filed June 2, 2009.

If you have any questions regarding this matter, please feel free to contact me.

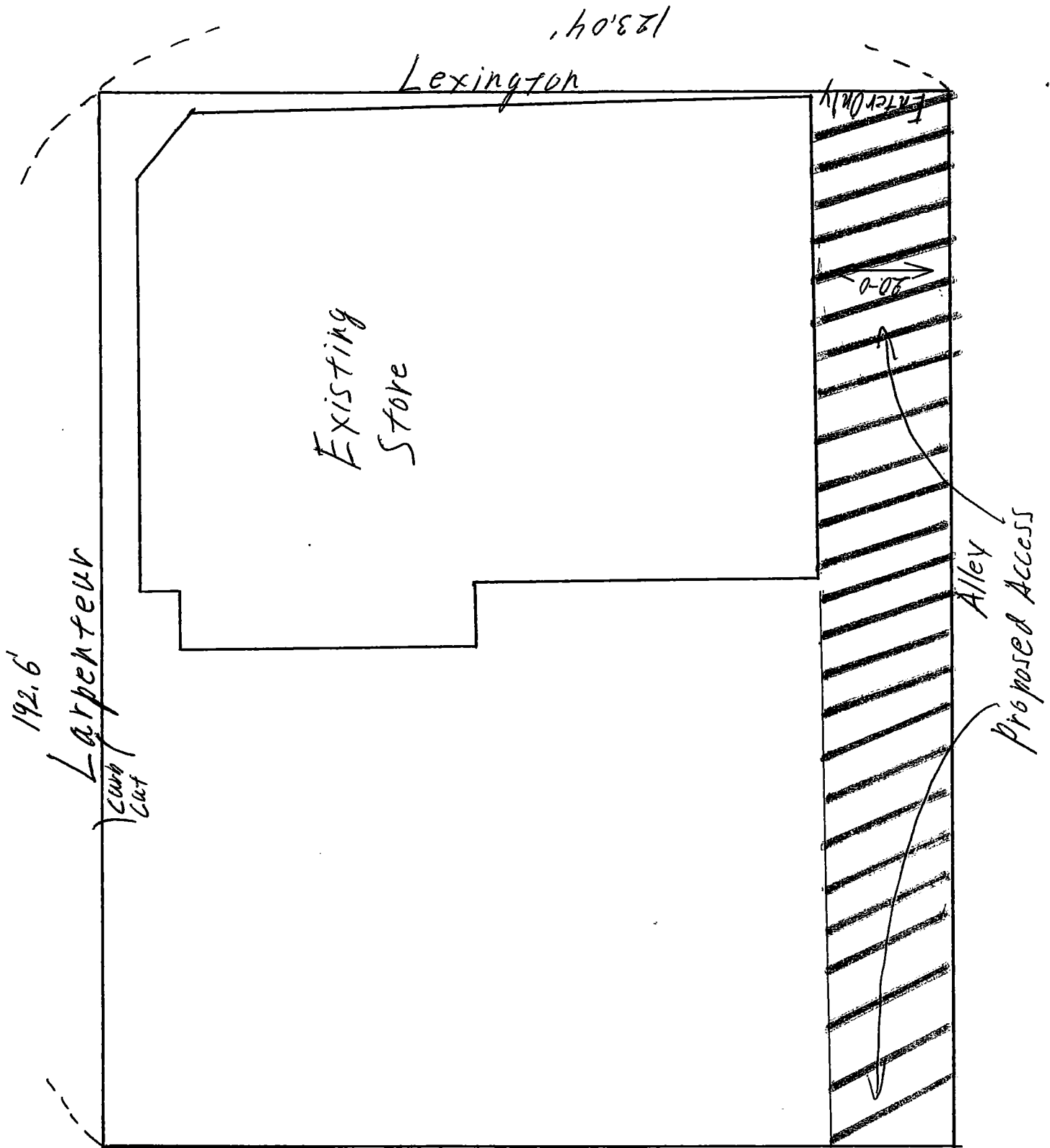
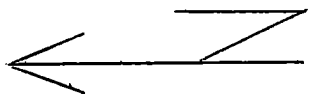
Respectfully yours,

KELLY & LEMMONS, P.A.



Chad D. Lemmons

CDL/smk
Enclosures





CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
St Paul, Minnesota 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-9124
Web: www.stpaul.gov/dsi

September 4, 2009

Chad D. Lemmons
Kelly & Lemmons PA
7300 Hudson Boulevard North Suite 200
Saint Paul MN 55128

RE: Site Plan 09-203521
MGM parking lot at 1102 Larpenteur Avenue West

Dear Mr. Lemmons:

On July 13, 2009, MGM Properties submitted a site plan to the City for the parking lot for the MGM store at 1102 Larpenteur Avenue West.

This letter is to inform you that City staff intends to send the site plan to the Planning Commission for a public hearing and that staff is extending the time allowed for the review of the site plan under Minn. Stat. 15.99 (1995)

Public hearing at the Planning Commission

The Planning Commission has delegated most site plan reviews to the Zoning Administrator. However, in 2004 the Planning Commission adopted a resolution on the Site Plan Review process which says: "An individual site plan application should be brought to the Planning Commission if ... any staff decision will probably be appealed to the Planning Commission." It goes on to say "When a site plan application is brought to the Planning Commission, the Zoning Code requires a public hearing. Public hearings will be held at the Zoning Committee unless the 60 or 120-day deadline in state law forces the City to save time and go directly to the full Planning Commission for a public hearing and a vote on the same day."

Based on this, a public hearing at the Planning Commission has been scheduled for Friday, September 18, 2009

A copy of the Planning Commissions' resolution is enclosed.

Extension of time for review of site plan

Minnesota law gives the City 60 days to complete its review of a zoning application but allows the City to "extend the time line ... by providing written notice of the extension to the applicant. The notification must state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant." Minn. Stat. 15.99 (1995)

This letter is to inform you that the City is extending the site plan review period for an additional 60 days to Tuesday, November 10, 2009. This extension is needed to provide time for the public hearing on the site plan at the Planning Commission and a possible appeal of the Planning Commission's decision to the City Council.

If you have any questions, you can reach me at 651-266-9086 or tom.beach@ci.stpaul.mn.us.

Sincerely,

Tom Beach
Zoning and Site Plan Review

Tom Beach - MGM Site Plan Comments

From: Monica Beeman
To: Tom Beach
Date: 9/3/2009 3:28 PM
Subject: MGM Site Plan Comments
CC: Linda Murphy
Attachments: LexLarpenteur.pdf

Tom,

The site plan submitted by MGM Liquor provides no pertinent traffic information regarding access, accessibility or traffic safety for this site. All that was provided was a rudimentary sketch showing full access to the abutting alley at all points along the south boundary with the alley and evidently an undefined alley/driveway access along Lexington. It is presumed that no changes are being proposed internal to the parking lot or at the access points along Larpenteur.

To address this submittal we took a look at the site access including collecting some general volume and speed information surrounding the property.

The data collected shows the alley volumes are 2 to 4 times higher than a typical residential alley and actually has more traffic, in particular at the east end of the alley, than the adjacent local streets of California and Dunlap. Traffic volumes of a local street magnitude in an alley are not acceptable from a traffic management/ safety perspective as the design of an alley is narrower than a street with more limited lines of sight and a need for lower speeds to offset the potential for vehicle/vehicle conflicts with the limited sight. The open accessibility along the full length of the property allows traffic to enter the alley at any point along the alley with higher speeds aggravating the vehicle/vehicle conflict. In addition, it appears from the data that the property maybe experiencing some cutting through of traffic from Larpenteur eastbound across property to the alley which again is a traffic safety issue internal to the site and the public alley.

On the basis of the above we recommend denial of the site plan showing full access along the alley and the undefined driveway/alley access point onto Lexington.

Monica M. Beeman, PE
Department of Public Works
Civil IV, Traffic Engineering
800 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102-1660
(651) 266-6214





CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
St Paul, Minnesota 55101-1806

Telephone: 651-266-9090
Facsimile: 651-266-9124
Web: www.stpaul.gov/dsi

July 6, 2009

COPY

Mr. Paul Setter
MGM Properties LLC
1124 Larpeur Ave W
St Paul MN 55113-6317

RE: MGM Liquor Warehouse at 1102 Larpeur Avenue West

Dear Mr. Setter:

In reference to the decision issued by the Minnesota Court of Appeals on June 2, 2009 regarding the parking lot fence at the referenced location, this letter is to formally notify you of actions you will need to take to bring the site into compliance with the City of Saint Paul's Zoning Code.

- **Restore the fence**

Restore the fence as shown on the approved site plan for the construction of this site dated June 18, 1980. The fence must be in place by July 14, 2009.

- A fence permit from the Department of Safety and Inspections (651-266-9007) is required.

- **Submit a revised site plan**

If you decide not to restore the fence as shown on the approved site plan dated June 18, 1980, you must submit a site plan review application requesting to amend the 1980 approved site plan by July 14, 2009. A site plan review application packet is enclosed for your reference.

The following items must be included with the submittal of the site plan review application:

- An application fee of \$435.00.
- A detailed, revised site plan.
- An explanation of compliance with Zoning Code Section 63.310(f) for alley access from nonresidential property, which states that entrances and exits to and from all off-street parking facilities which are located on land in nonresidential zoning districts and which abut residentially zoned land across an alley shall be denied alley access except where the applicant can establish, in the review of a site plan application, that allowance of alley access would not create or aggravate an unsafe condition and one (1) or more of the following conditions exist:
 - (1) Alternatives to alley access are unsafe due to traffic volumes, traffic speeds, proximity to an intersection, steep slopes, a blind pedestrian crossing, or some other unsafe condition;
 - (2) The location of existing structures on the property prohibits access to the street;

July 6, 2009

(3) A comprehensive plan or a neighborhood plan approved by the city council recommends that new off-street parking facilities be located in the rear of development sites or discourage additional curb cuts or driveways across sidewalks; or

(4) The number of parking spaces in the off-street parking facility is seven (7) or less.

Note: A notice will be sent to adjacent property owners located within 350 feet of the proposed alley access and opportunity for them to comment shall be provided.

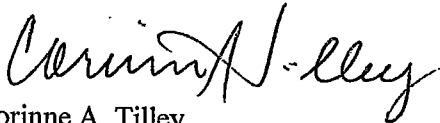
*If you claim that item (1) exists, a traffic impact study is required.

- Zoning Code Section 63.313 Visual screening, states that for off-street parking facilities which adjoin or abut across an alley, a residential use or zoning district, a visual screen shall be provided and maintained as required in section 63.114. However, Section 63.114(b)(4) says that when mutually agreeable to all property owners involved, a required visual screen may be located on the opposite side of an alley right-of-way from the non residential zone. Maintenance shall be the responsibility of the person required to erect the screen. Submit proof of agreement with property owners.

You may appeal this order and obtain a hearing before the Board of Zoning Appeals by filing an Application for Appeal and paying the application fees to the Zoning Administrator within (10) days of the date these orders were mailed. The Application for Appeal may be obtained from the Zoning Administrator's Office at 375 Jackson Street, Suite 220, Saint Paul MN 55101-1806.

If you have any questions regarding this matter, please contact me at 651-266-9085 (office) or corinne.tilley@ci.stpaul.mn.us (email).

Regards,



Corinne A. Tilley
DSI Inspector - Zoning

Enclosures

Copy: Council Member Lee Helgen
City Attorney Rachel Tierney
DSI Director Bob Kessler
DSI Deputy Director Christine Rozek
DSI Zoning Manager Wendy Lane



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

COMMERCE BUILDING
8 Fourth Street East, Suite 200
St Paul, Minnesota 55101-1024

Telephone: 651-266-9090
Facsimile: 651-266-9124
Web: www.stpaul.gov/dst

November 16, 2007

Mr. Paul Setter
MGM Liquor Stores Inc
1124 Larpeur Avenue West
Saint Paul MN 55113

RE: Response to complaint and field inspection results on the property located at 1102 Larpeur Avenue West

Mr. Setter:

It has come to my attention that a complaint was registered (07-198285) regarding a fence that was removed from the property located at 1102 Larpeur Avenue West. Upon review of this property, I have come to the conclusion that the fence must be replaced immediately.

This letter serves as a written followup detailing the results of my field inspection at 1102 Larpeur Avenue West and my visit with you at your corporate office located at 1124 Larpeur Avenue West.

During my field inspection on Thursday, November 15, 2007, I visually confirmed that the obscuring fence extending from the MGM corporate office building to a point five (5) feet from the property line at Lexington Parkway, has been removed and new asphalt has been poured covering all fence posts.

Immediately after my field inspection, I met with you at the MGM corporate office and handed you a copy of a 3-page letter, dated January 21, 1980, from Edward J. Driscoll for Larkin, Hoffman, Daly & Lindgren LTD to Mr. and Mrs. Frances C. Gillen, residents of a neighboring property located at 1105 California Avenue West. The letter is a written confirmation of an understanding between Richard Larson (the architect employed by MGM), Mr. Driscoll, Mr. and Mrs. Gillen and Mr. and Mrs. Elvester. One of the items agreed upon is an eight (8) foot cedar fence. You stated that since those constituents are no longer residents of California Avenue, the agreement is no longer valid.

I stated that according to the zoning code, a fence must be provided when a parking lot is located across the alley from a residential use.

You stated that the zoning code does not specify on which side of the alley the fence must be erected. You also stated that MGM had an agreement with the neighboring residents to build the fence along their lots. Therefore, you feel the fence on the residents' property is sufficient. You stated that you do not have a copy of this agreement.

The following specific sections in the Zoning code will clarify the fence requirement and its location:

Sec. 63.301. Off-street parking facility standards and design.

Wherever the off-street parking requirements in article II, parking requirements, of this chapter require the building of an off-street facility, or where a VP vehicular parking district is provided, or

where any off-street parking facility is built, such off-street parking facilities shall be laid out, constructed and maintained in accordance with the following standards and design.

This section defines MGM's parking lot is an off street facility that shall be laid out, constructed and maintained in accordance with the following standards and design.

Sec. 63.304. Parking location, nonresidential.

Off-street parking for other than residential use shall be either:

(a) On the same zoning lot as the building it is intended to serve;

This section defines that MGM's off-street parking must be on the same zoning lot as the building it is intended to serve.

Sec. 63.313. Visual screening.

For off-street parking facilities which adjoin or abut across an alley, a residential use or zoning district, a visual screen shall be provided and maintained as required in section 63.114, Visual screens.

This section defines that MGM's off-street parking facility which happens to abut across an alley of a residential use and zoning district must provide a visual screen.

Sec. 63.114/ Visual screens.

(a) Wherever a visual screen is required by this code, it shall be of sufficient height and density to visually separate the screened activity from adjacent property. The screen may consist of various fence materials, earth berms, plant materials or a combination thereof.

(4) When mutually agreeable to all property owners involved, a required visual screen may be located on the opposite side of an alley right-of-way from the nonresidential zone. Maintenance shall be the responsibility of the person required to erect the screen.

This section defines that the fence, as stated by you, was erected by MGM as agreed upon by the property owners involved. The written agreement can not be found.

As of today, according to all the existing property owners involved, they do not mutually agree to a required visual screen located on the opposite side of an alley right-of-way from the non residential zone.

I have enclosed a copy of the parking facility chapter from the Zoning Code and highlighted the specific sections.

In addition, I've enclosed a copy of the approved site plan from June 18, 1980, for the construction of the MGM building. As shown, an eight (8) foot high cedar fence from MGM's corporate office building extends up to Lexington Parkway. The east ten (10) feet of that fence is two (2) feet, six (6) inches high for intersection visibility.

MGM's removal of the fence has created a parking lot that no longer conforms to the standards of a parking facility in the City of Saint Paul. The fence that was removed must be replaced.

Failure to comply with this order before December 3, 2007, will result in further legal actions including criminal citations to all responsible parties, possible adverse action against the business license, and / or possible revocation of the certificate of occupancy.

Should you have any questions or concerns regarding this matter, please contact me at 651-266-9085 (phone), 651-298-4194 (fax), or corinne.tilley@ci.stpaul.mn.us (email).

Regards,

A handwritten signature in cursive script, reading "Corinne A. Tilley". The signature is written in dark ink and is positioned above the printed name and title.

Corinne A. Tilley

DSI Zoning and Site Plan Review

Enclosures

Copied: Council Member Lee Helgen
DSI Director Bob Kessler

ARTICLE III. 63.300. OFF-STREET PARKING FACILITY STANDARDS AND DESIGN

Sec. 63.301. Off-street parking facility standards and design.

Wherever the off-street parking requirements in article II, parking requirements, of this chapter require the building of an off-street facility, or where a VP vehicular parking district is provided, or where any off-street parking facility is built, such off-street parking facilities shall be laid out, constructed and maintained in accordance with the following standards and design:

Sec. 63.302. Site plan review.

A site plan shall be submitted for review as outlined in section 61.402. In addition, the following shall be submitted:

- (a) Ownership of all lots or parcels intended for use as parking;
- (b) Indication of all structures or facilities to be served by the off-street parking facility; and
- (c) Location and direction of drainage for stormwater runoff.

Applications for building permits that involve changing any parking space to another use shall include the following information:

- (1) All uses, structures or facilities served by such off-street parking spaces;
- (2) Total number of parking spaces accessory to such uses, structures or facilities; and
- (3) Number of parking spaces proposed to be changed to another use.

Sec. 63.303. Parking location, residential.

Residential off-street parking shall consist of an off-street parking facility or parking spaces as defined in this code. Parking spaces for one- and two-family dwelling units shall be located on the same zoning lot that they are intended to serve. Parking spaces for buildings containing three (3) or more dwelling units shall be on the same zoning lot, in a VP vehicular parking district, or in an abutting zoning lot in the same or less restrictive zoning district.

Sec. 63.304. Parking location, nonresidential.

Off-street parking for other than residential use shall be either:

- (a) On the same zoning lot as the building it is intended to serve; or
- (b) In a VP vehicular parking district or within the same or a less restrictive zoning district as the principal use. This parking shall be located within three hundred (300) feet of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot; or
- (c) Part of a shared commercial parking arrangement in an institutional lot pursuant to section 65.732.

Sec. 63.305. Minimum layout dimensions.

Pattern	Parking Space Width	Parking Space Length	Maneuvering Lane Width
Parallel Parking	8 ft.	21 ft.	12 ft.
30 - 53	8 ft., 6 in.	18 ft.	12 ft.
54 - 74	8 ft., 6 in.	18 ft.	15 ft.
75 - 90	9 ft.	18 ft.	20 ft.

INSET: Parking Space Pattern

Sec. 63.306. Compact spaces.

Accessory parking facilities may designate up to fifty (50) percent of the spaces for compact cars only, in which case, the minimum layout dimensions may be reduced to eight (8) feet in width and sixteen (16) feet in length. Compact spaces shall be designated by signs with a minimum of one (1) sign per every four (4) compact spaces.

Commercial parking facilities may designate any number of compact parking spaces.

Sec. 63.307. Handicapped accessible parking spaces.

Parking spaces for the handicapped shall be designed in accordance with the provisions of the Accessibility Guidelines for Buildings and Facilities of the Americans with Disabilities Act (ADA).

Sec. 63.308. Maneuvering lanes.

Except as provided in section 63.309, access to any parking space for a use other than one- or two-family

structures shall be provided by a maneuvering lane. All off-street parking facilities shall be designed so that any vehicle leaving or entering the facility from or onto a public street shall be traveling forward.

Sec. 63.309. Stacked parking.

Stacked parking shall be allowed in any off-street parking facility whenever an attendant is present. Space for any maneuvering of vehicles must be provided in the attended parking facility.

Sec. 63.310. Entrances and exits.

Adequate entrances and exits to and from the parking facility shall be provided by means of clearly defined and limited drives.

(a) Entrances and exits to and from a parking facility on residentially zoned land shall not be across land in a more restrictive residential zoning district.

(b) Entrances and exits to and from a parking facility in a commercial or industrial zoning district shall not be across land in a residential district.

(c) Entrances and exits to and from all parking facilities located in land zoned other than RL -RT2 shall be at least twenty-five (25) feet from any adjoining property in RL--RT2 zoning districts.

(d) Entrances and exits to and from a parking facility shall be at least thirty (30) feet from the point of intersection of curblines of two (2) or more intersecting streets.

(e) Alley access from residential property. Entrances and exits to and from all off-street parking facilities located on land zoned for residential use shall be permitted access to an alley except where it is determined in the review of a site plan application that permitting alley access may be harmful to the public peace, health and safety.

Uses prohibited alley access elsewhere in the zoning code shall not be permitted alley access by the provisions of this section.

~~(f) Alley access from nonresidential property.~~ Entrances and exits to and from all off-street parking facilities which are located on land in nonresidential zoning districts and which abut residentially zoned land across an alley shall be denied alley access except where the applicant can establish, in the review of a site plan application, that allowance of alley access would not create or aggravate an unsafe condition and one (1) or more of the following conditions exist:

(1) Alternatives to alley access are unsafe due to traffic volumes, traffic speeds, proximity to an intersection, steep slopes, a blind pedestrian crossing, or some other unsafe condition;

(2) The location of existing structures on the property prohibits access to the street;

(3) A comprehensive plan or a neighborhood plan approved by the city council recommends that new off-street parking facilities be located in the rear of development sites or discourage additional curb cuts or driveways across sidewalks; or

(4) The number of parking spaces in the off-street parking facility is seven (7) or less.

If a new alley access is proposed which will serve eight (8) or more parking spaces, notice to adjacent property owners and opportunity for them to comment shall be provided in the manner set forth in section 61.402(b)(5). Decisions to grant or deny alley access are subject to appeal pursuant to the provisions of section 61.700.

Uses prohibited alley access elsewhere in the zoning code shall not be permitted alley access by the provisions of this section.

Sec. 63.311. Wheel stops.

Provisions shall be made by use of such devices as curbs, wheel stops and earth berms to prevent vehicles from damaging or overhanging adjacent property, public rights-of-way or required landscaping.

Sec. 63.312. Setback.

Except as otherwise provided in section 66.442(c) or section 66.431(b) off-street parking spaces shall not be within a required front or side yard and shall be a minimum of four (4) feet from any lot line. For housing on Irvine Avenue, a guest parking space may be provided on the driveway or elsewhere. If it is provided elsewhere, a guest parking area is exempt from setback requirements for parking spaces and it may be paved with gravel.

Sec. 63.313. Visual screening.

For off-street parking facilities which adjoin or abut across an alley, a residential use or zoning district, a visual screen shall be provided and maintained as required in section 63.114, Visual screens.

Sec. 63.314. Landscaping.

For any parking facility, other than a parking garage, landscaping shall be provided to buffer the facility from adjacent properties and from the public right-of-way; reduce the visual glare and heat effects of large expanses of pavement; and provide areas for the retention and absorption of stormwater runoff. All required

Sec. 63.114. Visual screens.

(a) Wherever a visual screen is required by this code, it shall be of sufficient height and density to visually separate the screened activity from adjacent property. The screen may consist of various fence materials, earth berms, plant materials or a combination thereof.

(b) Whenever visual screens are required, for the uses below, the following standards shall apply.

(1) Height regulations:

Use	Minimum Height	Maximum Height
Off-street parking	4 ft. 6 in.	6.5 ft.
Outdoor storage	6 ft.	--
Recycling drop-off station	6 ft.	--
Recycling collection center	6 ft.	--
Recycling processing center	8 ft.	--
Motor vehicle salvage operation	8 ft.	--
Hospital, ambulance and delivery areas	6 ft.	8.0 ft.
Utility building, stations and substations	6 ft.	8.0 ft.

(2) Visual screens shall be located completely within the lot line.

(3) Visual screen locations shall conform with front yard setback lines in residential districts.

(4) When mutually agreeable to all property owners involved, a required visual screen may be located on the opposite side of an alley right-of-way from the nonresidential zone. Maintenance shall be the responsibility of the person required to erect the screen.

(5) The land between the screen and the property line shall be landscaped and maintained so that all plant materials are healthy and that the area is free from refuse and debris.

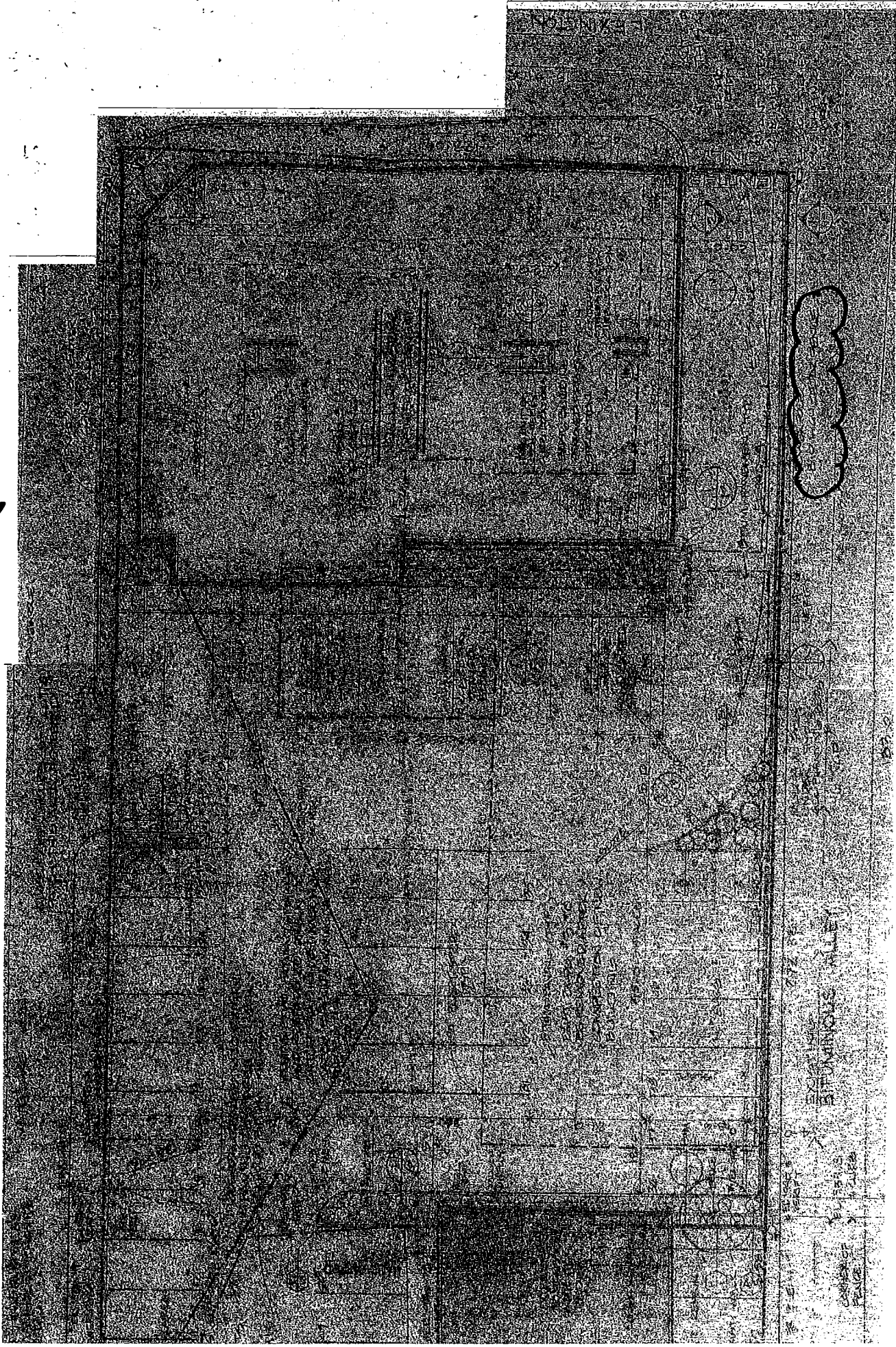
(6) Required visual screens shall have no openings for pedestrians or vehicles except as shown on an approved site plan.

(7) Visual screens shall be maintained in a good state of repair.

(8) In all cases where a required visual screen would extend to an alley or street which is an entrance to or exit from an off-street parking facility, it shall be permissible to end the visual screen not more than ten (10) feet from such alley line or street line.

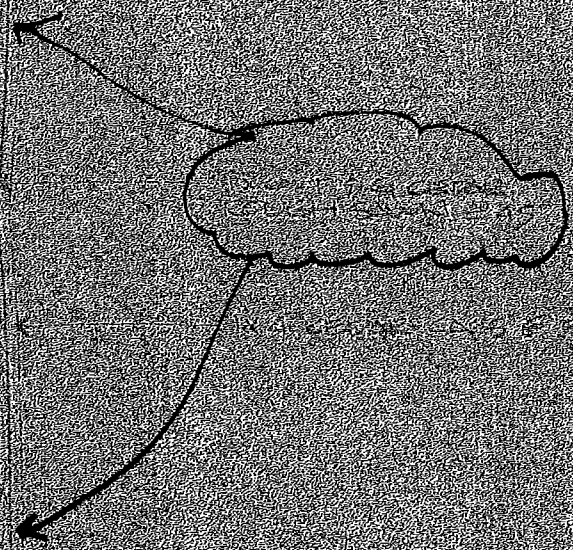
(9) For multifamily structures with ten (10) or more units, office, commercial and industrial uses, garbage dumpsters and trash containers shall be located to the rear of the principal building and enclosed by a visual screen.

1980 MGM site plan showing 8' privacy fence
along the alley



EXISTING ALLEY

8' PRIVACY FENCE



Detail from 1980 site plan
showing privacy fence.

GISmo Oblique Photography

Images courtesy of: Microsoft® Virtual Earth™ 2006



Photo taken before
fence along the alley
was removed.

↑
North



North



THIS IS NOT A FINAL DOCUMENT

City of Portland, Oregon, Water Department

